



**GOING TO WAR WITH DEFENSE CONTRACTORS:  
A CASE STUDY ANALYSIS OF BATTLEFIELD ACQUISITION**

THESIS

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THESIS

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## **Abstract**

The escalating use of contractors on the battlefield in highly critical operational areas is a trend that is increasing across the DoD. Contractors have a vital role supporting CONUS missions, but they are also on the battlefield in defense of our nation, supporting the warfighter and their weapon systems. As the use of contractors on the battlefield continues to gain favor within the DoD, and as contractor's roles continue to expand and become more critical, it is imperative to improve the current way that the DoD, and specifically Air Force acquisition professionals, procure such services. This research analyzes inputs from DoD Policy Experts, Contractor Policy Experts, Army Policy Experts, Air Force Policy Experts, and 13 Air Force Program Offices that use contractors on the battlefield to support, maintain, and/or troubleshoot their weapon systems. Content analysis and pattern matching were used to determine the current status of battlefield acquisition, draw conclusions, and make recommendations. Several problem areas in this area of acquisition were identified as well as best practices and lessons learned.

*To Tara, Marly, and Kyle*

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Ryan M. Novak

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## GOING TO WAR WITH DEFENSE CONTRACTORS: A CASE STUDY

### ANALYSIS OF BATTLEFIELD ACQUISITION

#### **I. Introduction**

##### ***Background***

A transformation is occurring within the Department of Defense (DoD) which calls for looking at new and better ways of conducting business, doing more with less, and downsizing. Caterinichhia (2002) states, “As its ongoing transformation changes everything from battlefield strategies to business processes, the Defense Department must overcome the challenges of . . . acquisition reform,” among other things. Our acquisition processes must adapt and become more efficient in these changing times of terrorist hijackers and suicide bombers. However, as Darleen Druylun, former principal deputy assistant secretary for acquisition management, stated, “If there's a consensus on anything in the area of acquisition reform, it is that there's been more than enough study. It's time for action” (AFMC News Service, 2002). This research is an “action” that attempts to fill the knowledge gap of efficiently and effectively acquiring and managing the services of contractors on the battlefield that support Air Force weapon systems.

Consonant with both available resources and the ongoing transformation initiative, DoD is turning increasingly to outsourcing non-critical activities to contractors. From the time of the first Gulf War in 1991, military forces have declined by 500,000

personnel (Wayne, 2002), and continued force reductions are undoubtedly possible (Garcia-Perez, 1999). As outsourcing gains in popularity, the DoD is expanding the scope of outsourcing beyond simply base support, reaching outward towards the privatization of core military operational functions such as weapon systems maintenance (Zamparelli, 1999:13). Zamparelli (1999:13) argues that “functions previously felt to be sacrosanct are now candidates for transition to contractors.” Buhler (2000:1) states, “[C]ontractors are deploying in direct support of combat weapon systems and are performing operational combat roles.” As weapon systems and military hardware become progressively more complex, the military has become ever more dependent on contractors on the battlefield (Schwartz, 2003:102). The General Accounting Office (2003:2) studied this human capital problem and states “DOD’s lack of attention to force shaping . . . has resulted in a workforce that is not balanced by age or experience and that puts at risk the orderly transfer of institutional knowledge.”

One important aspect of this ongoing transformation is the escalating use of contractors on the battlefield both generally and specifically in highly critical operational areas. Buhler (2000:3-4) observes, “The cuts in military personnel coupled with the increasing complexity of military weapon systems has led to the use of contractors as a viable source of skilled labor.” Contractors on the battlefield provide combat service support that includes such tasks as maintenance, troubleshooting, and logistics support.

Contractors have a vital role supporting CONUS missions, but they are also on the battlefield in defense of our nation, supporting the warfighter and their weapon systems. Air Force Pamphlet 10-231, the *Federal Civilian Deployment Guide*, states “With distinction, they [contractors on the battlefield] perform critical duties in virtually

every functional area of combat support and combat service support, both at home and abroad” (Hamontree, 2002:64). Today, contractors from Northrop Grumman are supporting the Global Hawk Unmanned Aerial Vehicle (UAV) in classified battlefield locations around the world. Raytheon, Lockheed Martin, and Boeing systems contractors have also supported Air Force weapon systems on or near the forward edge of the battle area (Munoz, 2001:Slide 7).

Contractors on the battlefield are a critical piece of DoD’s total force structure that includes active duty, national guard, civilian, and contractor personnel; however, contractors on the battlefield are not a recent phenomenon. In fact, contractors on the battlefield have been used since the birth of our nation. Contractors have supported our troops and weapon systems in every war and conflict our country has waged (Buhler, 2000:2). Today, DoD depends on contractor personnel more than ever before. One estimate suggests that Pentagon spending on contractors providing support on the battlefield could surpass \$30 billion, tallying 8% of its overall budget (Schwartz, 2003:102).

As the use of contractors on the battlefield continues to gain favor within the DoD and as the contractor’s roles continue to expand and become more critical, it is imperative to improve the current way that the DoD, and specifically Air Force acquisition professionals, procure such services. Hamontree (2002:69) states, “If any facet of contractor support is not planned for, such as how they get to the battlefield, their positioning on the battlefield, medical and life support systems, or force protection, the commander faces a potential loss of *combat effectiveness*.” The manner in which wars are fought today is much different than they were fought ten or twenty years ago. The

DoD's military doctrine has adapted to advancements in technology, changing global relationships, and evolving threats around the world. The DoD's military doctrine studies the past and reaches beyond the present. *Joint Vision 2020* states:

The joint force of 2020 must be prepared to ‘win’ across the full range of military operations in any part of the world, to operate with multinational forces, and to coordinate military operations, as necessary, with government agencies and international organizations. (JV 2020, 2003:4)

Hamontree (2002:68) states that as the traditional concept of the battlefield is replaced with asymmetrical warfare, contractors, which are a crucial facet of this “joint force,” will be in the midst of battle, “. . . ever closer to opposing forces.”

As battlefield tactics, strategy, and doctrine change, the DoD's business infrastructure has remained rather stagnant. Hamontree (2002:68) stated, “Contractors who support and operate systems armed with weapons in a hostile environment need a change in regulations that incorporates consideration of the evolving role of [Civilians Accompanying the Force] CAF.” The nature of warfare has changed, and yet the way DoD conducts business has not kept pace with these operational changes.

The government contracting officer plays a critical role in acquiring the services of contractors on the battlefield. They are the only ones with the authority to obligate the government according to law and federal regulations. According to the Federal Acquisition Regulations (FAR 1.601a), “Contracts may be entered into and signed on behalf of the Government only by *contracting officers* [emphasis added].” Contracting officers construct, negotiate, and execute the contract and its terms and conditions. The contracting officer and the contract are vital to the successful employment of contractors on the battlefield. Fortner (2000) succinctly summarizes this point that “. . . contractors

are managed, and the management mechanism is the contract itself.” The contract’s terms and conditions and Statement of Work (SOW) are legal documents that communicate expectations of the business arrangement between both parties—the United States Government (USG) and contractor. FAR 2.101 states that a contract “means a mutually binding legal relationship obligating the seller to furnish the supplies or services and the buyer to pay for them.” The contractor is only required to do what is stated in the contract. However, as Garcia-Perez (1999) notes, “Contractors providing essential services are expected to use all means at their disposal to continue to provide such services according to the terms and conditions of the contract. . .”

Battlefield weapon system contracts are different from normal DoD CONUS service and systems contracts because of the variety of issues that must, or should be addressed with regards to battlefield support. Garcia-Perez (1999) states, “The consequences of using contractors on the battlefield go beyond the impact on the armed forces that are required to protect them during hostilities. It also affects the commanders, their planning staffs, and their risk assessment procedures.” These battlefield weapon system contracts must address the management, deployment, protection, and sustainment issues regarding contractors on the battlefield (Fortner, 2000). The contracting officer must write a thorough, yet flexible contract to ensure that changes can be easily made to the contract in the time of war. Orsini and Bublitz (1999) argue that commanders have to be able to make changes to the contract quickly to adapt to the changing needs on the battlefield. They argue that, “Consequently, the art and science of writing contracts will become extremely critical to ensuring flexibility, sustainability, and survivability on the battlefield.” This flexibility is critical to the DoD’s overall mission success.

The need for comprehensive but flexible contracts makes the contracting officer's role more critical to overall mission success. It is the contracting officer and not the commander or warfighter who has the authority to modify the contract, change the USG's requirements, and direct the contractor to perform work in accordance with these modifications. Fortner (2000) states,

A commander who wants to change the performance of requirements of a contractor's employees must work through the contracting officer to change the terms and conditions of the contract. Managing contractors involves planning, visibility, and control, which is unlike commanding and controlling soldiers.

### ***Problem***

Contractors have been on the battlefield essentially as long as United State's military forces (Buhler, 2000:2), and they continue to support United State's forces today in Operation Enduring Freedom and Operation Iraqi Freedom. However, as Zamparelli (1999:11) notes, “[W]hat makes this issue worthy of research is not the fact that contractors are supporting these operations but the scope, locality and criticality of that support.” This study will focus primarily on the issues involved with battlefield acquisition—acquiring the services of contractors on the battlefield and subsequently constructing, negotiating, and enforcing the terms and conditions of a battlefield contract. Figure 1 summarizes the issues that a contracting officer must be aware of and possibly address in the contract.



**Figure 1. Contractors on the Battlefield—The Contracting Officer’s Perspective**

### ***Research Questions***

For the most part, there is no standardization for acquiring the services of contractors on the battlefield. This research will analyze the various issues of battlefield contracts, examine methods used to acquire services of contractors on the battlefield, gather best practices and lessons learned, and use the results of that analysis to draw conclusions and provide recommendations. Future research could later culminate into a comprehensive, standardized contracting structure for battlefield contractor support. This thesis examines the current approach of acquiring the services of contractors on the battlefield for Air Force weapon system support and/or maintenance. By identifying all of the issues that arise with regard to the use of defense contractors on the battlefield and by analyzing the various methods currently used within the DoD to support these contractors, this research seeks to assist contracting officers by identifying problem areas as well as better ways of conducting business.

The six Research Questions that this study will attempt to answer are:

**Research Question 1:** What Air Force programs have used or are using contractors on the battlefield to support their weapon systems?

**Research Question 2:** What support obligations do the government and the contractor have prior to deployment and during deployment?

**Research Question 3:** What contractual language, clauses, supplements, and/or documentation are required to effectively structure contracts with defense contractors on the battlefield?

*Subsidiary Question 3a:* What attachments to the contracts have been used to provide support and training to defense contractors on the battlefield?

*Subsidiary Question 3b:* How have past contracts been structured and/or negotiated to acquire the services of defense contractors on the battlefield?

*Subsidiary Question 3c:* What attachments to the contracts have been used to clarify defense contractors' roles and responsibilities on the battlefield?

**Research Question 4:** What are the lessons learned from these programs using contractors on the battlefield?

**Research Question 5:** Historically, how have these contracts performed from start to finish (cost, schedule, performance, and responsiveness)?

**Research Question 6:** What are the acquisition “best practices” for acquiring and managing the services of systems contractors on the battlefield?

### ***Summary of Current Knowledge***

The study of contractors on the battlefield and the acquisition and management of such services is a narrowly focused topic. Thus, most of the literature found was from Department of Defense journals, magazines, briefing papers, newspapers, policy and guidance, e-mails, and theses. Although no articles were found in scholarly journals, relevant articles appeared in general interest magazines and other publications. Comparable case studies to this research, specific to battlefield weapon system support

acquisition using multiple case studies, have not been found. However, many other studies have been conducted on contractor battlefield logistics support contracts and battlefield acquisition, and these sources have been analyzed and summarized in Chapter 2, the literature review.

Contractors have been used on the battlefield by the U.S. since its birth as a nation. These contractors helped U.S. armies throughout history from the Revolutionary War (Maples, 2001:3) to, most recently, Operation Enduring Freedom (Schwartz, 2003:102). These contractors provide basic logistical support, but have taken more of an operational role due to the downsizing of military personnel (Zamparelli, 1999:13) and privatization, enabling “. . . the military . . . to focus on its core competency: fighting” (Schwartz, 2003:102). These battlefield contractors fill these manpower and knowledge gaps that continue to expand as weapon systems become increasingly complex. The ratio of contractors on the battlefield to uniformed personnel is increasing (Ross, 2003:4A), and many experts believe that these contractors act as force multipliers and are an essential part of the DoD’s total force structure (Garcia-Perez, 1999; Wayne, 2002; Friedman, 2002:22).

The use of contractors on the battlefield carries along with it many issues that need clarification and resolution—their legal status, pre-deployment preparation, life support issues, command and control, and protection issues. The contracting officer plays a vital role in communicating, clarifying, and resolving the USG’s expectations to these contractors. The contract must be written in a thorough and flexible fashion. The terms and conditions must be articulated clearly to the contractor in order for them to perform their mission effectively. There are several contractual clauses that must be

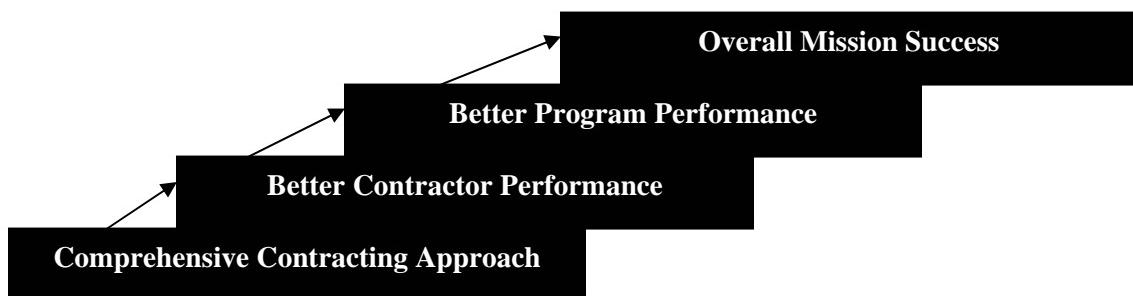
made part of these battlefield contracts, including Capture and Detention (DFARS 252.228-7003), the Defense Base Act (FAR 52.228-3), and the War Hazards Compensation Act (FAR 52.228-4).

Experts have made several recommendations and findings about using contractors on the battlefield. Friedman (2002:23) highlights the importance of contracts, the contracting system, and the use of contractors on the battlefield in the time of war. He states that the DoD must understand how these contractors work in order “. . . have the success we seek on that battlefield of the future.” Buhler (2000) makes a similar recommendation and states that commanders and their staffs should receive initial contracting and acquisition training. He argues, “To ensure contractor expectations are understood, both groups of personnel need to receive in depth training on the scope of the contract, mission, and purpose.” Friedman (2002:9-10) states that the cost reimbursement type contract is most effective for acquiring the services of contractors on the battlefield as it provides flexibility to both the USG and contractor in managing and performing the contract. Finally, Thomas (2003) states that control of contractors on the battlefield should reside with a single focal point, possibly the Defense Contract Management Agency (DCMA). He argues that this “systematic approach for management and control of contractors on the battlefield is needed” and “. . . would be of tremendous value.”

### ***Assumptions***

Based on the arguments of Ross (2003), Friedman (2002), Garcia-Perez (1999), and Zamparelli (1999), three assumptions were made when conducting this study. First,

the use of contractors on the battlefield will persist, and the ratio of contractors on the battlefield to military personnel will continue to increase. Second, contractors on the battlefield provide benefits to the DoD and act as force multipliers. Third, a comprehensive contracting approach for acquiring and managing the services of contractors on the battlefield would enhance contractor performance and consequently overall mission success. Figure 2 depicts these assumptions.



**Figure 2: Assumptions – Comprehensive Contracting Approach**

### ***Proposed Methodology***

All of the Research Questions can be answered through case study and content analysis of structured interviews with key DoD Policy Experts, Contractor Policy Experts, Army Policy Experts, Air Force Policy Experts, and Air Force Program Offices that use contractors on the battlefield to support and/or maintain their weapon systems. Interviews with Policy Experts and Program Offices would also prove useful in determining effective contract structure, lessons learned, best practices, and overall contractor performance. An interview instrument will be constructed of Investigative Questions that map directly to the Research Questions. Data analysis will be conducted through content analysis, pattern matching, and frequency counts for each specific

interview and for each respective Investigative Question. The data analysis will provide the basis for the conclusions and recommendations presented in Chapter 5.

This study employs the use of a case study methodology because the research is exploratory in nature. “Case studies . . . [explore] in depth a program, an event, an activity, a process, or one or more individuals” (Creswell, 2003:15). Leedy (2001:149) states, “A case study may be especially suitable for learning more about a little known or poorly understood situation.” The goal of this research is to build theory—analyzing the current acquisition environment and processes for acquiring the services of contractors on the battlefield, drawing conclusions, and offering recommendations. The case study method provides at least three advantages. First, the case study analysis allows collection and comparison of data on current acquisition practices, recommendations, lessons learned, and best practices from various case study groups. There is no database currently that holds such information. Second, there is no foundational data, and case study analysis allows the researcher to gather data from a variety of Air Force programs that have experience working with contractors on the battlefield and from Policy Experts that have some experience with this subject. Third, the case study method allows one to categorize and interpret data, identify patterns and underlying themes, and draw conclusions and make generalizations (Leedy, 2001:150).

### ***Scope of Research***

This research focuses solely on providing recommendations to United States Air Force program offices and acquisition personnel that use systems contractors to support Air Force weapon systems and/or sub-systems on the battlefield. This research addresses

specific issues and develops a recommended contracting approach for Air Force contracting officers and program offices to follow. There are many cultural, legal, and conceptual differences between the approaches of the various Armed Services when acquiring and supporting weapon systems on the battlefield. Furthermore, the missions of the various Armed Services are distinct from each other, so one contracting approach for the Air Force might not suffice for the Army and vice versa. Thus, the results of this study are limited to Air Force programs; however, the exploratory research does reach beyond Air Force personnel and program offices. Hogan (1999:16) recommended that “. . . joint doctrine must standardize techniques, procedures, and contract terms for all Services and contractors.” Army Policy Experts and DoD Policy Experts will also be interviewed in order to gain a better understanding from a Joint perspective.

### ***Overview***

Chapter I provides some background, stipulates the overall problem and research questions, and addresses assumptions, the proposed methodology, and the scope of the research. Chapter II is a literature review that not only summarizes the history of contractors on the battlefield, but also addresses its current status in DoD acquisition. Chapter III presents the methodology used for this research, and Chapter IV discusses results and patterns that emerged from the data collected from the interviews. Chapter V provides conclusions, recommendations, best practices, and lessons learned, as well as limitations of the research and possible areas for future research. Finally, there is a glossary of technical terms attached as an appendix at the end of this thesis.

## **II. Literature Review**

### ***Introduction***

Prior to conducting interviews with Policy Experts and Program Offices, many risks and complicated issues associated with using contractors on the battlefield must be identified and analyzed. Chapter II, the literature review, is an assessment of current knowledge regarding the use of contractors on the battlefield. This chapter reviews research that has already been conducted and analyzes results and findings. Also, this literature review establishes that contracting on the battlefield has been used throughout history and the trend of using contractors on the battlefield is increasing, that there are different categories of contractors on the battlefield supporting a variety of missions, and that there are more complex legal and contracting issues present than ever before. Buhler (2000:16) argues that “By better understanding the history of contractors supporting military operations, modern day efforts, and potential problems, operational commanders will be able to use contractors as force multipliers.” As noted in Chapter I, this study focuses on systems contractors on the battlefield; accordingly, this literature review maintains the same focus.

### ***The History of Contractors on the Battlefield***

Throughout history, armies—including those of Alexander the Great and Genghis Khan—have used contractors on the battlefield (Friedman, 2002:1). In United States history, contractor-provided logistical support can be traced back to General Washington’s Continental Army during the Revolutionary War (Cahlick, 2002:1; Zamparelli, 1999:12). Historically, contractors were used for logistical tasks in non-

combat roles up until the Vietnam War (Zamparelli, 1999:12). Beginning with Vietnam, however, contractors moved beyond solely providing logistics and generic base support to executing more battlefield-related tasks such as supporting weapon systems on or near the forward edge of the battlefield (Zamparelli, 1999:12; Buhler, 2002:1).

Civilian contractors deployed in major theater wars including WWI, WWII, Korea, and Vietnam (Buhler, 2000:2). The ratio of contractors on the battlefield to military personnel during Operation Desert Storm was approximately 1 contractor per 11 military personnel (Friedman, 2002:1), and these battlefield contractors took a more operational role during the Gulf War. Buhler (2000:7) states, “During Desert Storm, contractors flew on operational Joint Surveillance Target Attack Radar System (JSTARS) missions and transmitted targeting data directly to weapon shooters.” Other battlefield systems that these contractors supported were TOW and Patriot missiles, nuclear, biological, and chemical detection vehicles, Bradley Fighting Vehicles, M1 Tanks, and OH-58D helicopters (Buhler, 2000:7). The role of the contractor expanded from merely providing basic logistical support to providing technical expertise on the forward edge of the battlefield.

Scwhartz (2003:104) states that big business, “. . . is hardly a stranger to the battlefield.” Although the statistics are not readily available for contractors on the battlefield for recent conflicts such as Operation Enduring Freedom and Operation Iraqi Freedom, the historical record suggests contractors are on the ground supporting our efforts in Afghanistan and Iraq. History further suggests that DoD’s use of contractors on the battlefield will continue in the future, and that usage rates seem likely to increase.

Paul Lombardi, CEO of DynCorp, states, “You could fight without us, but it would be difficult” (Schwartz, 2004:102).

### ***Increasing Use of Contractors on the Battlefield***

The ratio of contractors on the battlefield from the Revolutionary War up to the Vietnam War has remained somewhat constant (Friedman, 2002:1). However, since the Vietnam War, this ratio and the tasks that these contractors were asked to perform have steadily increased (Cahlick, 2002). Friedman (2002:6) argues:

The Gulf War was just the beginning of the trend toward increasing numbers of civilian personnel in a combat theater to support logistics and combat operations. Most analysts and planners feel that these numbers will continue to increase as more and more functions are turned over to the private sector through competitive outsourcing, new technologies, increased shelf life of equipment, and changing logistics doctrine.

The Desert Storm ratio of contractors to military personnel grew dramatically to 1.5:1 in Bosnia (Ross, 2003:4A). The contractors actually outnumbered the military personnel. Milton Ross (2003:4A), the senior contracting official at Aeronautical Systems Center’s (ASC), states, “The contractor has become a key component in our master deployment plan. Combat units are no longer self-sustaining entities and must deploy with significant contractor support.” DoD’s 2001 Quadrennial Defense Review (QDR), a planning *roadmap* updated every four years, expressed these same sentiments. The 2001 QDR suggests that “. . . the contractor-to-soldier ratio will continue to rise and that contracting out battlefield services will become as common as hiring private companies to build tanks” (Cahlick, 2002). Furthermore, Garcia-Perez (1999) states, “. . . [T]he degree to which we plan future use of contractors is increasing steadily.”

Experts have suggested many reasons for the increasing use of contractors on the battlefield, including cuts in military personnel, increased privatization, and increased reliance on overall contractor support for increasingly complex weapon systems (Zamparelli, 1999:13; Brooke, 1998:3). After the Cold War ended, the Department of Defense focused on getting more efficient, stripping away jobs and cutting over 700,000 active duty personnel (Zamparelli, 1999:13). “Military end-strengths were reduced by 33% from their 1987 peak levels” (Friedman, 2002:6), and “[s]ince 1985 . . . the force structure was reduced by 33 percent and DoD procurement programs reduced by 63 percent” (McKenna, 2002:iii). Since the Cold War, initiatives to maintain cost effectiveness known by catch phrases such as *doing more with less, faster, better, cheaper, smarter*, and *transformation* have led to further personnel and budget cuts (McKenna, 2002:3).

At this same time, operations tempo has increased dramatically and deployments have increased to a growing number of “hotspots” around the world, especially since the terrorist attacks on September 11, 2001, and President Bush’s War on Terrorism began. (Faggard, 2003). Operations tempo, budget decreases, and personnel cuts continue to put more stress on military personnel. Pentagon officials believe that using contractors on the battlefield can fill this gap and “. . . have maintained that contractors are a cost-effective way of extending the military’s reach when Congress and the American public are reluctant to pay for more soldiers” (Wayne, 2002). These contractors can be used to augment the declining force structure and fill this void (Garcia-Perez, 1999). McKenna (2002:iii) summarizes, “In an effort to maximize its allotted budget DoD has significantly

downsized its workforce, eliminated government jobs and subsequently increased the number of contracts to civilian providers.”

Privatization, another acquisition reform initiative within the DoD, is another reason for the increased use of contractors on the battlefield. The reductions in budgets and manpower coupled with the goal of cutting costs without cutting services (McKenna, 2002:9) are forcing “. . . the Department of Defense to look at demilitarizing large areas of core functions through privatization or contracting out” (Zamparelli, 1999:13).

McKenna (2002:9) suggests, “. . . the military has been forced to reengineer and turn to competitive sourcing, and privatization of increased numbers of military functions.” Some of these military functions that are being privatized include depot and weapon system maintenance, software maintenance, sub-system management, and information and communications. Zamparelli (1999:13) argues that the use of contractors on the battlefield will continue to increase “. . . as more functions are being turned over to the private sector through competitive sourcing, privatization, and changing logistics practices such as lifetime contractor logistics support.”

Finally, with ever-increasingly sophisticated weapon systems being used on the battlefield, contractors on the battlefield offer an advantage that is critical to the overall effectiveness of the total force structure—their knowledge and experience. Mr. Ross (2003:4A) states, “Contractor personnel bring years of experience since many are veterans having prior combat duty. Contractors have technical skills the combat services cannot easily train or duplicate.” The contractor offers stability and experience that often times the “. . . soldiers cannot gain during their half-year tours” (Cahlick, 2002). As technology continues to rapidly change, it becomes uneconomical and unfeasible “. . . to

keep soldiers technologically capable of maintaining, troubleshooting, and in some cases, employing sophisticated weapons” (Zamparelli, 1999:14). As budgets and manpower decline, contractors act as force multipliers, filling this knowledge gap for the Department of Defense by providing “. . . capabilities for which no military capability exists” (Fortner and Jaeckle, 1998). Friedman (2002:18) summarizes the point: “Soldiers, sailors, airmen, and Marines will have . . . to share the battlefield with civilians in greater numbers than ever before considered.”

### ***Categories of Contractors on the Battlefield***

Based on the services they provide, contractors on the battlefield can be grouped into three main categories: theater support, external support, and systems contractors (Hamontree, 2002:66). This study focuses on one of these categories of contractors on the battlefield—systems contractors.

Systems contractors support and/or maintain deployed material systems, subsystems, and components such as “. . . vehicle weapon systems, aircraft, command and control infrastructure, and communications equipment” (Fortner, 2000). Contractors work in conjunction with military personnel to provide life-cycle management and technical and maintenance support of these material systems during peacetime and wartime (Garcia-Perez, 1999). This contractor support “. . . usually extends over long periods” (Buhler, 2000:2-3). Systems contractors perform such tasks as item management, maintenance, and troubleshooting. Hamontree (2002:67-68) states, “Most system contractors enhance the readiness and continuity in training on advanced or

recently fielded systems; however, some system contractors perform maintenance and operations that are unique to the military.”

There are two categories of system contractors—mission-enhancing and mission-essential. Mission-enhancing systems contractors “. . . provide assistance to equipment that is newly fielded, has been modified, and is technically challenging or maintenance-intensive” (Hamontree 2002:68). These contractors carry the title, “Field Service Representatives” (FSR), and usually have extensive knowledge and/or experience with the equipment (Hamontree, 2002:68). The Global Hawk UAV has deployed several times over the past three years in support of Operation Enduring Freedom and Operation Iraqi Freedom. Each time, a contractor team from Northrop Grumman Integrated Sensor Systems has deployed with the assets and assigned military personnel in order to provide technical assistance and maintenance troubleshooting. The Global Hawk UAV is one example of a weapon system that utilizes mission-enhancing system contractors. Other examples of mission-enhancing system contractors include Lockheed Martin’s technical support for F-16s and Boeing’s technical support for KC-10s (Munoz, 2001:Slide 7).

Mission-essential systems contractors “. . . don’t augment organic capabilities or provide assistance with a system—they are the only support for the system” (Hamontree 2002:68). These mission-essential contractors solely operate or maintain highly technological material systems which the DoD has either chosen not to operate or simply could not maintain it (Hamontree, 2002:68). There are several good DoD examples of mission-essential system contractors. In the war against drugs in Colombia, P.W. Singer, a Brookings Institution scholar, comments that “[a]t least a half-dozen companies,

including Airscan, Northrop Grumman, and DynCorp, receive up to \$1.2 billion a year from the Pentagon and State Department to fly the planes that spray suspected coca fields and to monitor smugglers from remote radar sites” (Schwartz, 2003:103). Another example of a mission-essential systems contractor is Raytheon. Raytheon contractors performed maintenance of C-21 aircraft at Prince Sultan Air Base, Saudi Arabia (Munoz, 2001:Slide 7). Finally, back in 1997, Boeing and Lockheed Martin submitted proposals to provide support for the Army’s Apache helicopter (Garcia-Perez, 1999). Orsini and Bublitz (1999) state, “Apache Prime Vendor Support and other fleet management concepts currently suggest that contractor support will be available *from the factory to the foxhole*. This means that contractor support will be the primary source of support.”

### ***Operational Issues***

There are many legal, pre-deployment, deployment, and life support issues that the contracting officer has to understand and should address in the contract’s terms and conditions. The DoD, the contractor, and ultimately the contracting officer are all responsible for ensuring contractors have met all of their obligations as stipulated in the contract and ensuring the contractors are fully supported in the area of operations. A poorly written contract can affect the contractors’ performance, resulting in increased costs and having an adverse mission impact. The operational issues that must be addressed within the contract include the contractors’ legal status, force protection, deployment, sustainment, and command and control.

***Contractor's on the Battlefield Legal Status.*** Buhler (2000:7) states that “[t]he laws of warfare that govern the status of personnel in combat are known as the laws of armed conflict.” The 1907 Hague Convention and the 1949 Geneva Convention set the foundation for the international laws of armed conflict (Zamparelli, 1999:12). Under the laws of armed conflict, contractors on the battlefield are neither combatants nor non-combatants, but are given the title civilians authorized to accompany the force. Fortner (2000) contends that “As such, they are entitled to some, but not all of the protections afforded combatants and some, but not all, of the protections afforded noncombatants.” It is a confusing issue to say the least.

Systems contractors “. . . cannot engage in activities inconsistent with their status. They cannot perform any purely military functions. They cannot participate in attacks on the enemy, nor can they occupy defensive positions to secure the unit perimeter” (Fortner, 2000). Furthermore, if contractors kill during wartime and are captured by the enemy, they can be tried and punished as war criminals by their captors (Fortner, 2000). It is important that these contractors do not violate their legal status as civilians authorized to accompany the force. By acting within their legal status, they are given the same rights as lawful combatants and entitled to the same ethical treatment afforded to prisoners of war (Fortner, 2000).

The lines between combatants, non-combatants, and civilians authorized to accompany the force continue to “blur” as more and more contractors are working on the battlefield supporting both offensive and defensive weapon systems (Zamparelli, 1999:11). Zamparelli (1999:18) states, “. . . [C]ontractor numbers are increasing in

theater and on the front lines, and their support is directly related to combat operations.”

Fortner, (2000) clearly articulates the concern:

A system contractor employee who travels to the area of operations to perform minor technical maintenance on a weapon system that is still operational and capable of performing its intended mission may be violating the constraint against support to hostile operations. On the other hand, the same person performing the same maintenance on the same item in a maintenance facility in a safe area may not be in violation of the constraint.

***Protecting Contractors on the Battlefield.*** According to the laws of armed conflict, systems contractors cannot be legitimately targeted by the enemy; however, they can be collateral casualties of a legitimate attack on the system they support (Fortner, 2000). As the status of contractors on the battlefield becomes increasingly blurred, force protection becomes a major issue.

Force protection issues must be resolved prior to the contractors being deployed to the battlefield. Fortner (2000) states, “Contractors are not soldiers, and they cannot specifically and deliberately be exposed to the same risks as soldiers.” Thus, commanders must make several decisions based on the security situation for the contractors. Garcia-Perez (1999:41) argues that the commanders must execute a risk assessment and determine whether or not to provide security to the contractors on the battlefield, and can recommend not using contractors if the risk is too high. Providing security for contractors on the battlefield is often a difficult decision for commanders to make. However, Turner (2001) states, “They [the contractors] should be protected from attack when they directly support the effort of the military. . .” There are a variety of problems associated with force protection from the government side. Garcia-Perez

(1999) addresses one of them: “Aside from the planning requirements, the commander also may have to give up soldiers to augment the additional security mission.”

Another issue with protecting contractors on the battlefield is the contractors’ rights to carry a weapon for defensive purposes. In order for a contractor to carry a weapon, the commander must approve it, the contractor’s company must approve it, and contractor personnel must agree to carry the firearm (Fortner, 2000). Contractors must be trained to use the weapon properly and must take a class in the *Laws of Armed Conflict*. These weapons and training must be provided by the DoD, costing money and taking the time from personnel that could be training uniformed soldiers. Furthermore, the contracting officer should capture this support in the terms and conditions of the contract because as Croft (2001:24) states, “. . . command and control is dependent upon the terms and conditions of the contract.”

***Deploying Contractors to the Battlefield.*** Contracts for battlefield support should generally require the contractors to be self-sufficient (Young, 1998:7). However, preparing to deploy and actually deploying to the battlefield is something that contractors cannot easily do alone. Contractor’s actions need to be synchronized with their associated military units. Fortner (2000) states,

Contractors may impact force projection. For example, if a weapon system requires contractor support, deploying the system will mandate near-simultaneous deployment of the contractor’s personnel and equipment. This must be accommodated on the time-phased force deployment list (TPFDL) and personnel and equipment.

The TPFDL prioritizes individuals and units that must be deployed to the battlefield. If contractors cannot self-deploy, they are placed on the TPFDL. “This can be difficult; many commanders are less than enthusiastic about putting civilian personnel and

equipment into the deployment flow ahead of soldiers and warfighting equipment” (Fortner, 2000).

Prior to deployment, like soldiers, contractors are required to complete a series of activities in preparation (Fortner, 2000). These activities include such things as updating medical and dental records, physical exams, passports, next-of-kin information, completing theater-specific training, chemical warfare protective gear training, and acquiring identification tags and cards. These pre-deployment activities are another set of important issues when constructing contractual language and negotiating the terms and conditions of the contract. It is the DoD’s responsibility to assist and ensure that these contractors have met all of their pre-deployment obligations. The contracting officer is the DoD’s primary point of contact for making sure that these obligations are met and for coordinating the efforts of various Armed Services, various DoD Agencies, and the contractor in this endeavor. Croft (2001:24) states, “The contracting officer is the only government official with the authority to modify a contract.” Finally, the contracting officer must properly capture the requirements and obligations of the contractor in the terms and conditions of the contract (e.g., in the Statement of Work). Fortner (2000) urges, “This support should be specified in the terms and conditions of their contract.”

***Sustaining Contractors on the Battlefield.*** Sustaining contractors on the battlefield is another important issue for commanders and contracting officers. Garcia-Perez (1999) states, “When planning for a military mission, commanders must now consider and anticipate the support requirements of contractor personnel.” It takes time, money, and personnel to provide life support services to contractors on the battlefield. Fortner (2000) describes life support as such things as “. . . mail service, field services,

medical support, morale support, religious support, legal services, and mortuary affairs support.” Contractor’s needs should be planned for and specified in the contract (Fortner, 2000:6). This life support is usually addressed in the contract’s Statement of Work, and these contractors should be afforded the same privileges as the military personnel in the specific area of operation. In fact, these contractors on the battlefield “. . . normally obtain life support along with the soldiers in the unit” (Fortner, 2000:6). Young (1998:8) concludes that “[r]egardless of contract type (fixed price or cost reimbursement) it is feasible and legal for the government to provide meals, lodging and medical care.”

Another issue that must be taken into consideration by both the commander and contracting officer is space—working and living facilities for the contractors on the battlefield. “In an area where facilities are limited contractors may be competing with the military for facilities” (Young, 1998:8). The contracting officer and commander are forced to make a strategic decision. Fortner (2000) states,

Contractors must have operating and living facilities. One of the frequent problems associated with contractor living facilities is that the contractors compete with the Government for limited available resources, thereby driving up the costs. Contracts must be written carefully to ensure that this does not happen. In some cases, it may be necessary to write terms and conditions into the contract to house contractor personnel with supported military units. In other cases, the Government may contract with host nation or local national providers for facilities and permit contractor personnel to use them at no cost.

Distribution and Government Furnished Equipment (GFE) are two other issues which are important to consider when using contractors on the battlefield. Logistics is critical for waging and winning a war. Any interruption in the distribution system may have catastrophic effects for the warfighters on the battlefield. Fortner (2000) concludes that “[c]ontracts should be written to encourage maximum contractor use of commercial

distribution capabilities consistent with the military operation the contractor is supporting. This minimizes the contractor's impact on the distribution network.” Furthermore, if contractors are provided with GFE, they should rely less on *reaching back* to CONUS for supplies and potentially encumbering the distribution system. However, contracting officers must take into consideration the tradeoff between supplying contractors with equipment and having the contractors purchase their own equipment. If contractors are required to purchase their own equipment, the Government is responsible for paying the contractor accordingly. However, Fortner (2000) states that when GFE is provided to the contractor, “. . . contracting officers should ensure that the Government receives appropriate considerations and contract cost reductions.”

***Command and Control of Contractors on the Battlefield.*** Another issue that commanders and contracting officers must be aware of when constructing the contract and working with contractors on the battlefield is command and control. Commanders can only exercise indirect command and control with the contractor. Wayne (2000) states, “In the battlefield, a commander cannot give orders to a contractor as he can a soldier . . . Their [the contractor’s] legal obligation is solely to an employment contract, not to their country.” The contractor has direct supervisory authority over contractor personnel and is responsible for disciplining its work force (Garcia-Perez, 1999).

Commanders can exercise indirect command and control by withdrawing the contractor’s facility access, revoking contractor’s employment status, and/or removing the contractor from the area of operation (Garcia-Perez, 1999). Fortner (2000) states commanders can exercise indirect control over contractors on the battlefield “. . . through contract terms and conditions, assimilation of command directives into employer-

employee agreements, and attachment of contractor personnel (with special reporting procedures) to specific military units.” The contract’s terms and conditions and statement of work are legally binding and are the instruments most often used by DoD personnel to enforce command and control. “Contractors are not subject to the Uniform Code of Military Justice” and “. . . can only be compelled to perform tasks that are listed in the statement of work of the contract they support” (Buhler, 2000:13). McCullough and Pafford (2002:13) state,

. . . [M]anagement of contracting activities is to be accomplished through the command’s contracting structure, including the CO and the CO’s Representative. While reliance on the contracting structure to direct contractor activities is the standard approach used for all Government contracts, this approach may create unique concerns when it is used in the context of directing overseas support for combat or contingency operations. These concerns may affect contract performance in a number of ways.

Contracting officers and commanders alike must take into consideration command and control issues when acquiring the services of contractors on the battlefield. Thomas (2001) concludes that “[t]he government must be very meticulous in designing management controls and proprietary measures for contractors on the battlefield, especially when there are opportunities for mutual support and shared data.” Again, the terms and conditions of the contract govern the contractor’s relationship with the government and “. . . the Commander must ‘manage’ contractor personnel through the contracting process” (Campbell, 2000:4). These terms and conditions are extremely critical to the overall support that the contractor provides and to mission accomplishment. Gutierrez (2001:68) concludes that “[t]he end result could ultimately be a serious disintegration of the mission and in the most extreme cases result in loss of life.”

### ***Contracting and Contractors on the Battlefield***

As the use of contractors on the battlefield has gained favor within the DoD, improvement of procurement practices becomes ever more critical. The use of contractors on the battlefield must be thoroughly planned by contracting officers and commanders in order to maintain combat effectiveness and efficiencies.

**Writing Contracts for Contractors on the Battlefield.** Within the DoD acquisition community, there is no standardization of processes, methods, clauses, or contract formats when acquiring the services of contractors who perform their jobs on the forward edge of the battle area. Hamontree (2002:64) states that one of the biggest issues when planning for the use of battlefield contractors “. . . boils down to a fundamental lack of understanding about contractor deployment, force protection, and support requirements.”

McKenna (2002:9) states, “According to Joint Publication 4-0, *Doctrine for Logistics Support of Joint Operations*, ‘the warfighter’s link to the contractor is through the contracting officer’—not the commander.” Thus, the role of the contracting officer is extremely important in wartime when negotiating and constructing a contract’s terms and conditions when acquiring the services of contractors on the battlefield.

The bilateral contract is the vehicle used to solidify the business arrangement between the DoD and the contractor personnel. It is critical that all issues be sufficiently addressed with regards to the contractor and his or her deployment to the battlefield. Any thing that is ambiguously stated or left out of the contract’s terms and conditions is open to the interpretation by both parties. Orsini and Bublitz (1999) state,

Therefore, a clear understanding must exist between the contractor and the Government to ensure that the contractor will be held accountable for service regardless of the threat level and that the contractor has adequately trained personnel available to meet all contingencies.

The contracting officer is responsible for making sure that the DoD is acquiring exactly what it wants and for ensuring that the contractor understands specifically what is expected of them. Contracting officers attempt to clarify the contract in order to reduce ambiguity and confusion and minimize extraneous costs that result from wasted and misdirected effort. Hamontree (2002:64) states that in order to determine the continuity of contractor support on the battlefield, the DoD should ask these battlefield contractors this question, “What provisions are in your contract to deploy with my unit to combat, and how are you getting there?” Again, the contract is the critical link between effective contractor support, costs, and, ultimately, combat effectiveness on the battlefield.

**Modifications to the Contract.** If mission requirements change, the contracting officer has to modify the contract and associated Statement of Work (SOW) to capture these changes; often, a cost is associated with such changes (Orsini and Bublitz 1999). McKenna (2002:12) concludes that modifications to the contract merely slowed the acquisition process and put the commander and warfighters at risk. He suggests that contracting officers attempt to write contracts that are flexible and broad enough to capture any possible situation, thus, averting the need to write any modifications to the baseline contract. McKenna (2002:12-13) states,

To pause during wartime . . . to rewrite or renegotiate a contractor’s obligations would severely limit a commander’s ability to accomplish the mission. Writing comprehensive contracts that take into account every possible combat situation will become extremely important, thus may eventually require every field commander to not only study operational art

but art of writing contracts, and contract law itself. Anything less will place both the commander and his or her command at risk.

However, this suggestion by McKenna is often difficult for the DoD acquisition community to execute during peacetime, let alone during a time of war.

The contract vehicle and subsequent modifications are extremely important to the effective and efficient execution of work by contractors on the battlefield. As previously mentioned, there is no standard process within DoD for acquiring such services, and the results are sub-optimal. With regards to battlefield systems contractors for the Army, for example, Fortner (2000) states, “Coordinating and controlling their activities and executing changes to their contracts are significantly more complicated. Currently, the Army does not have a good mechanism to resolve this issue.” It appears that the Air Force does not have a good mechanism either.

**The Contract and Standards of Performance.** Contractor performance is critical to the success of our Armed Forces on the battlefield because “[c]ontractors accompany the military into war zones and even into battle—that is a foregone conclusion” (Castillo, 2000:26). The acquisition decisions the government make and the contracts that contracting officers author, culminate into whether we succeed on the battlefield or not. Foster (1998:29) states, “The way we succeed with these critical decisions can mean the difference in contractor support being a force multiplier or a detractor—decisions that could tip the scale in the favor of the enemy.”

In order to hold contractors to definitive standards and performance, Friedman (2002:9-10) recommends using the cost reimbursement type contract. Contracting officers can also use incentives and performance-based contracts to reward contractors

for excellent performance. In the Balkans, the logistical support contractor Brown and Root was evaluated and subsequently rewarded for excellent performance in three areas: performance, cost controls and funds management, and coordination, flexibility and responsiveness (McKenna, 2002:18-19). Aeronautical Systems Center's Global Hawk UAV Program used an award fee contract for their contractors supporting Operation Enduring Freedom. The Global Hawk Program Office rated the contractor on their cost control, responsiveness to the Air Force's needs, and overall performance. Friedman (2002:22) also recommends that acquisition regulations be amended to allow for longer contracts, and that contracting officers should monitor the contractor's readiness, develop "... better Statements of Work and establish quality control measures such that low-cost is not the only, sole, or outweighing factor in awarding the contract."

**Battlefield Clauses and Planning.** Negotiating and writing contracts for contractors on the battlefield is not a standardized process within DoD or specifically within the Air Force. This type of contract is unique and requires special terms and conditions to deploy, protect, manage, and sustain contractors on the battlefield. Young (1998:4) states "Contracts awarded during crises planning contain much higher risk factors than those which are carefully planned and developed prior to deployment." The contracting officer must be aware of the FAR clauses that apply to contingency and overseas environments so that all liabilities, support obligations, and legal implications are addressed upfront with the contractor, prior to them deploying to the battlefield.

Schenck (2001:12) concludes that "As doctrine continues to evolve in such areas as accountability, management, and criminal jurisdiction, ad hoc systems will continue to be exercised." Through this literature review, it seems as if DoD and contracting

officer's were taking an ad hoc approach to these battlefield contracts. Policy appears to be lacking as does a detailed listing of standard clauses for these overseas, battlefield contracts while executing this literature review. If the contracting squadron, ". . . one of the most critical support organizations on an Air Force base" (Floyd et al, 1999:9), does not have policy and/or standardized processes in place, it could lead to inefficiencies on the battlefield for the contractor and ultimately the warfighter. In fact, Lloyd (1996:21) cites studies that concluded that the lack of a streamlined acquisition process was a major ". . . hindrance to effective support of wars or other contingency operations." This problem has existed for a long time.

Harris (2000:13) recommends, "Peacetime preparation is vital to using contractors successfully. Military senior leaders must begin to think of both systems and contingency contractors as part of the revolution in military affairs." This recommendation appears valid today, as there is no standardization of our acquisition processes for battlefield acquisition. Senior leaders have not provided the acquisition profession with any all-encompassing, clarified guidance or policy to facilitate these battlefield contracts. Almas et al (1992:24) state, "One thing a CO does not have in a contingency is time." These fixes should begin now, so that the next time a contingency comes up, the process would be more efficient and effective for the government, contractor, and warfighter, and "time" will not be a problem. Finally, Nelson (2000:29) provides some additional recommendations, stating, "Along with improved training and education, a review of the existing laws and regulations and their applicability to the new strategic environment is required."

## ***Summary***

This chapter served as an overview of the literature on the topic of contractors on the battlefield. In summary, the United States has used contractors on the battlefield since its birth and the trend in usage is increasing. The roles of these battlefield contractors are expanding from providing merely logistical support to providing weapon system maintenance and technical support on the leading edge of the battlefield. As the nature of warfare becomes more asymmetrical and the operational issues of using battlefield contractors increase in scope and complexity, acquiring the services of contractors on the battlefield becomes both more complex and ever more critical to the effective and efficient prosecution of war. The contracting officer must be aware of the various issues involved with using contractors on the battlefield, and must construct a contract that is thorough, yet flexible in order to successfully communicate DoD's expectations to the contractor.

Building on this review of the literature, Chapter III will describe the methodology used to conduct this research. It will address such issues as the overall case study approach as well as efforts to ensure both reliability and validity.

### **III. Methodology**

#### ***Chapter Overview***

This chapter describes the research objectives and the research methodology that will be employed to reach those objectives. First, Chapter III begins with a discussion of this study's research objectives, and narrows this research paradigm from business research, to qualitative research, to case study research, and finally to multiple case study research. Second, this chapter discusses case selection and the approval processes. Third, this chapter summarizes the data collection principles used in this research—interviewing and transcription. Fourth, this chapter then discusses subject matter experts, the protocol for recording information, data analysis, coding, pattern matching, and triangulation. Fifth, this chapter discusses validity and reliability and the researcher's efforts taken to maximize both. Finally, Chapter III ends with a summary of the chapter and a brief look into Chapters IV and V.

#### ***Research Objectives***

The primary objective of this research is to assess how the United States Air Force acquires the services of contractors on the battlefield and offer recommendations for enhancing the acquisition and warfighting experience. This study includes an analysis of programmatic, contractual, and legal issues of battlefield contracts, examines methods used to acquire services of contractors on the battlefield, and identifies best practices and lessons learned from program offices using contractors on the battlefield to support, maintain, and/or operate United States Air Force weapon system platforms. This research seeks to uncover patterns in how program offices successfully acquire, support,

and manage such contractors, ultimately resulting in quality support to the warfighter. Dr. Marvin R. Sambur, assistant secretary of the Air Force for acquisition, states, “Only by transforming our acquisition process, we will be able to provide the warfighters with the expected capability in the expected amount of time and at the expected cost” (Bosker, 2003). If acquisition reform and DoD’s transformation is about supporting our warfighters, thinking in different ways, and streamlining processes and procedures, then identifying the best way to acquire such battlefield services will surely help the United States Air Force. The results of this research and analysis will be synthesized into conclusions and recommendations for the acquisition and warfighting communities.

### ***Research Paradigm***

Cooper and Emory (1995:11) define business research “. . . as a systematic inquiry that provides information to guide business decisions.” This specific business research will apply a qualitative approach, using case study analysis, content analysis, pattern theory, and triangulation to guide future USAF business decisions and processes regarding contractors on the battlefield.

### ***Qualitative Research***

Qualitative research is much different than quantitative research and is appropriate for collecting open-ended data with the goal of discovering themes in the data (Cresswell, 2003:133); it is thus associated more with theory building (Leedy and Ormrod, 2001:102,147-148). As discussed in Chapter 2, general research on the topic of contractors on the battlefield does exist. However, this specific research focuses solely on the acquisition, management, and support of Air Force systems contractors on the

battlefield, and research in this specific area appears to be somewhat undeveloped. The data gathered from this research will be used to build theory on this fairly unexplored topic, and the results will be synthesized into conclusions and recommendations for acquiring, supporting, and managing the services of contractors on the battlefield.

“Qualitative research uses multiple methods that are interactive and humanistic” and usually involves such things as “. . . open-ended observations, interviews, and documents” (Cresswell, 2003:181) and “. . . making an interpretation of the larger meaning of the data” (Cresswell, 2003:190). The qualitative research method is the correct method for this investigation. This qualitative research design enables Policy Experts from DoD, Defense Contractor companies, Army, and Air Force as well as various Program Offices to share their opinions, observations, lessons learned, and experiences with respect to acquiring, supporting, and managing contractors on the battlefield. Leedy and Ormrod (2001:147) cite Cresswell (1998) and Lincoln and Guba (1998) and state, “. . . [T]here may be multiple perspectives held by different individuals, with each of these perspectives having equal validity, or truth.”

In addition, the qualitative approach allowed the researcher to capture rich data from various interviewees which could not have been captured by using a quantitative study. Leedy and Ormrod (2001:102) stated, “Qualitative researchers seek a better understanding of complex situations.” A qualitative study provided the ability to dig deeper where needed, exploit data as it became available, and develop themes (Leedy and Ormrod, 2001: 103). Now, the question that must be answered is: “*What is the most appropriate qualitative research design for this investigation?*”

### ***Qualitative Research Design***

Research designs link research questions to data collection and ultimately to the study's conclusions (Yin, 1984:28). There are a wide variation in qualitative research methods (Cresswell, 2003:186-187; Miles and Huberman, 2002; Patton, 2002). The case study research design was the method chosen for this particular research.

### ***Qualitative Method Selected: The Case Study***

The topic of contractors on the battlefield has been studied, but again, the research if fairly limited. Qualitative case study research is appropriate for providing description, testing theory, or generating theory (Miles and Huberman, 2002:9), and answers "how" or "why" questions (Yin, 1984:13) by exploring in depth a specific case or cases, whether they be a program, an event, an activity, or a process (Cresswell, 2003:15). Flexibility is needed when studying this topic because of the topic's "newness" to the academic arena. Thus, case study research has been selected for the investigation because of its inherent flexibility. Although qualitative case study research provides flexibility in the design and execution of the research, one must thoroughly plan the design so that the results will provide correct conclusions (Ellram, 1996:114).

Case study research has been an important tool for business researchers in part because it draws conclusions from a variety of facts and pieces of information (Cooper and Emory, 1995:117). This research is based on multiple case study groups including DoD Policy Experts, Contractor Policy Experts, Army Policy Experts, Air Force Policy Experts, and Air Force Program Offices that acquire and utilize the services of contractors on the battlefield to support their systems. Each of these Policy Experts have

different experiences with the topic of contractors on the battlefield, and each of the Program Offices support *different* weapon systems and acquire the use of contractors on the battlefield in *different* ways, using *different* contractual vehicles, procedures, and protocols. The case study design is able to “. . . accommodate these differences” in the data (McDonnell, Myfanwy, and Read, 2000:385).

Cooper and Emory (1995:117) stated that the case study emphasizes detail that allows the researcher the ability to evaluate and strategize. “This detail is secured from multiple sources of information. It allows evidence to be verified and avoids missing data” (Cooper and Emory, 1995:116-117). Patton (2002:447) stated, “Case analysis involves organizing the data by specific cases for in-depth study and comparison.” This research uses multiple sources of information that allows for verification through a process called triangulation. Triangulation will be discussed later on in this chapter.

Despite its strengths, the single case study has one major weakness—its narrow focus that threatens generalizability (Patton, 2002:583). Patton (2002:583) cited Cronbach (1975), and states that conclusions from case study research should be treated as “. . . hypotheses for future applicability and testing rather than definitive.” To mitigate against this threat, a multiple case study design was selected for this research.

### ***Multiple Case Study Design***

This research uses the multiple case study design, otherwise known as comparative case method, integrating the findings of several independent case studies and executing cross-case comparisons to develop “underlying themes and other patterns” (Leedy and Ormrod, 2001:150; McDonnell, Myfanwy, and Read, 2000:385).

Generalizability is a significant concern for case study research (Leedy and Ormrod, 2001:150); however, the use of multiple cases offers potentially greater generalizability than a study of a single case (Ellram, 1996:114).

The cases for this research are groups of Policy Experts from a variety of different fields and services, and Program Offices supporting different weapon systems and acquiring contractors in different ways to provide battlefield support. Comparative, qualitative case study analysis is the appropriate and valid research design for this research because the “. . . the purpose of this report was not to portray any single case, but to synthesize lessons from all cases, organized around key topics. . .” (McDonnell, Myfanwy, and Read, 2000:388).

The major disadvantage in multiple case study analysis is the time and money needed to conduct such research. It takes a lot of time and money to identify interviewees, conduct the interview, transcribe the interview, and analyze the written results. On the other hand, evidence shows that the many advantages of multiple case study analysis far outweigh its disadvantages. “The richness of the data obtained through the adoption of multiple perspectives is without doubt the strength of this method” (McDonnell, Myfanwy, and Read, 2000:389). The comparative case study analysis allows the researcher to “. . . reveal that happenings in one case are not wholly idiosyncratic, but that there are commonalities across cases once the researcher can get beyond the specific local contextual variations” (Ritchie, 2001 referencing Miles and Huberman, 1994). Yin (1984:48) also reports on the benefits of multiple case study analysis and states, “The evidence from multiple cases is often considered more compelling, and the overall study is therefore regarded as being more robust.”

It has been determined that qualitative multiple case study design is appropriate for this research. Now, the proper cases must be selected for the study.

### ***Case Selection***

The first step in the process of case selection was to actually identify which Air Force Program Offices use or have used the services of contractors on the battlefield. In order to do so, the researcher interviewed 53 Policy Experts throughout the DoD. Thomas (1997) referencing Patton (1990) states, “To find information-rich cases, Patton suggests simply asking the right questions of the right people.” From these inquiries, several Air Force Program Offices were highlighted. Next, a thorough literature review was also conducted to identify USAF programs that use contractors on the battlefield to support, maintain, and/or operate their weapon systems.

After conducting research through a literature review and discussing the matter with several key acquisition personnel throughout DoD, a database was created. This database identified seventeen Air Force Program Offices that used contractors on the battlefield and captured primary contact information. 13 Air Force program offices were selected by the researcher.

Case selection is very important to a study’s relevance and generalizability across other cases. Cooper and Emory (1995:201) stated, “The ultimate test of a sample design is how well it represents the characteristics of the population it purports to represent.” Ellram (1996:99) discussed case studies and stated that they have or should have “. . . boundaries of interest, such as an organization, a particular industry, or a particular type of operation.” Darke, Shanks, and Broadbent (1998:281) state that “there is no ideal

number of cases” to study, and they referenced Eisenhardt (1989), who suggested studying between four and ten cases. This multiple case study analyzes four different Policy Expert groups (comprised of 53 people total) and 13 Air Force program offices. By collecting data from 17 total groups, or cases, this study seeks to achieve some degree of generalizability.

The 53 Policy Experts were divided up as follows:

- 4 DoD Policy Experts
- 8 Contractor Policy Experts
- 10 Army Policy Experts
- 31 Air Force Policy Experts

The program offices selected for analysis support different weapon systems, and each use the services of different defense contractors on the battlefield. Each program office is somewhat unique in its physical location, methodological acquisition practices, personnel makeup, and locations on or near battlefields across the world. Ellram (1996:102) stated, “Thus, multiple case design should be used to either predict similar results among replications, or to show contrasting results, but for predictable, explainable reasons.” This exploratory research attempts to do this through cross-case comparison (Darke, Shanks, & Broadbent, 1998:281).

The research design and case studies have been selected. Next, approvals were sought in order to actually conduct the investigation.

### ***Survey and Protocol Approval***

Prior to conducting any research, measures were taken to protect interview subjects, execute an ethical investigation per USAF research standards, and review and approve the survey protocol and interview instrument. The researcher received three

clearances for conducting this study—Air Force Personnel Center, the base union office, and the Institutional Review Board (IRB).

These three survey and protocol reviews and approval processes acted as external validations by outside sources which determined that the research was proper in design and ethical in practice. Cooper and Emory (1995:97) stated, “The goal of ethics in research is to ensure that no one is harmed or suffers adverse consequences from research activities.” Also, all interviewees were told of the interview was by volunteer basis only and that they, and their program, would remain totally anonymous. Now that the study and protocol was developed and approved, data collection could begin.

### ***Data Collection***

Now that the research design has been established and the cases have been selected and analyzed, the data must be collected. Data was collected using semi-structured interviews. 64 interviews were conducted over the phone, while two were conducted via e-mail correspondence. Only one potential interviewee chose not to be interviewed. Verbal informed consent was granted by the interviewees, and the interviews were taped and transcribed. The interviews were sent to each interviewee for review and a follow-up informed consent document was provided as well. All respondents were given complete anonymity.

### ***Interviewing***

Collecting data through interviewing is a fundamental source of information for case study research (Patton, 2002:340; Yin, 1984:19). As previously mentioned, qualitative research must be flexible, and the semi-structured interview is a flexible data

gathering instrument. Cooper and Emory (1995:271) state, “The greatest value lies in the depth and detail of the information that can be secured.”

This research has executed semi-structured interviews to gather data. There are many advantages and disadvantages of using interviews while conducting case study research. Cresswell (2003:186) states that some advantages of interviewing are that it allows participants to provide historical data and allows the researcher to control the questioning. Cresswell (2003:186) mentions that some disadvantages of interviews are that they provide a filtered view of the situation, the researcher’s presence may bias the response, and some people may not be able to properly articulate the situation. Patton (2002:306) mentions some limitations of interviewing being “personal bias, anxiety, politics, and simple lack of awareness. . .”

There are advantages and disadvantages for conducting interviews to gather data, but according to Cooper and Emory (1995:270), “. . . if the interview is carried off successfully, it is an excellent data collection technique.” Furthermore, each of the Policy Experts and Program Offices were involved in some way with the research area of contractors on the battlefield. Darke, Shanks, and Broadbent (1998:) state, “If the research area is particularly relevant to an organization and the specific research question is one which the organization needs or wishes to address, then it is more likely that they will provide access to their people and resources.” The interviewees understood their role, were excited about being interviewed, and appeared to be interested in the results of this analysis.

## ***Mapping Investigative Questions to the Research Questions***

The execution of the interviews is divided into two distinct phases. Phase I is the initial research provided by semi-structured interviews with Policy Experts from the DoD, Contractor, Army, and Air Force. Phase II is the interviews with the 13 Program Offices. The phases are outlined as follows:

- ***Phase I – Policy Experts from DoD, Contractor, Army, and Air Force***
- ***Phase II – Air Force Program Offices that use battlefield systems contractors***

Prior to execution of the interviews, the Investigative Questions for each phase were developed and mapped directly to the six Research Questions. RQ 1 (and IQ 1) was asked only of the Policy Experts, while the other 15 questions were asked of all interviewees.

This mapping of the Investigative Questions to the Research Questions is as follows:

**Research Question 1** asked (Policy Experts Only) “What Air Force programs have used or are using contractors on the battlefield to support their weapon systems?” This question was answered through the following investigative question.

- *IQ 1: What programs, if any, are you aware of that use contractors on the battlefield?*

**Research Question 2** asked (Policy Experts and Program Offices) “What support obligations do the government and the contractor have prior to deployment and during deployment?” This question was answered through a series of investigative question.

- *IQ 2: What support obligations do the USG and the contractor have prior to and during deployment?*
- *IQ 3: How has the AF handled these obligations in the past? Please explain.*
- *IQ 4: What legal implications are present when hiring contractors on the battlefield?*
- *IQ 5: How have we addressed these legal implications in the past?*
- *IQ 6: What other recommendations do you have to address these implications?*

**Research Question 3** asked (Policy Experts and Program Offices) “What contractual language, clauses, supplements, and/or documentation are required to effectively structure contracts with defense contractors on the battlefield? This Research Question was broken down into three separate, subsidiary questions, and answered by several investigative questions.

- ❖ **Subsidiary Question 3a** asked “What attachments to the contracts have been used to provide support and training to defense contractors on the battlefield?” This question was answered through the following three investigative questions.
  - *IQ 7-1: From a contractual standpoint, please explain how standard FAR Clauses are used in a battlefield contract.*
  - *IQ 7-2: From a contractual standpoint, please characterize the nature of these battlefield SOWs.*
  - *IQ 8: What attachments to the contracts have been used to provide support and training to defense contractors on the battlefield?*
- ❖ **Subsidiary Question 3b** asked “How have past contracts been structured and/or negotiated to acquire the services of defense contractors on the battlefield? This question was answered through the following two investigative questions.
  - *IQ 9-1: How have past contracts been structured to acquire the services of defense contractors on the battlefield?*
  - *IQ 9-2: How have past contracts been negotiated to acquire the services of defense contractors on the battlefield?*
- ❖ **Subsidiary Question 3c** asked “What attachments to the contracts have been used to clarify defense contractors’ roles and responsibilities on the battlefield?” This question was answered through the following investigative question.
  - *IQ 10: What attachments to the contracts have been used to clarify defense contractors’ roles and responsibilities on the battlefield? In other words, who does/should the contractor report to in the field?*

**Research Question 4** asked (Policy Experts and Program Offices) “What are the lessons learned from these programs using contractors on the battlefield? This question was answered through a series of investigative questions.

- *IQ 11: What are the lessons learned from these programs using contractors on the battlefield?*

- *IQ 12-1 and 12-2: When drafting a battlefield contract, what contract type would be most suitable and why?*
- *IQ 13: If you could give the CO and PM any advice prior to acquiring the services of contractors on the battlefield, what would it be?*

**Research Question 5** asked “Historically, how have these contracts performed from start to finish (cost, schedule, performance, and responsiveness)?” This question was answered through the following investigative question.

- *IQ 14: Historically, how have these contracts performed from start to finish (cost, schedule, performance, and responsiveness)?*

**Research Question 6** asked “What are the acquisition “best practices” for acquiring and managing the services of systems contractors on the battlefield?” This question was answered through a series of investigative questions.

- *IQ 15: What are the acquisition “best practices” for acquiring and managing the services of systems contractors on the battlefield?*
- *IQ 16: Is there anything else you would like to add?*

### ***Setting Boundaries for the Interviews***

There are potential hazards of conducting too many interviews and/or asking too many questions during the interviews, thus, costing too much money and/or taking too much time to transcribe. The interviews asked open-ended questions based on both the respondent’s subjective and objective answers. The open-ended nature of the interview has both its advantages and disadvantages—it provides a rich data source, but can also provide extraneous data that can otherwise be burdensome to the researcher. In order to conduct an effective and efficient research investigation, it is imperative not only to select representative case studies, but also to select the right individuals within each case to interview. This is a significant strength of qualitative research, which allows the researcher “. . . to purposefully select participants or sites (or documents or visual material) that will best help the researcher understand the problem and the research

question (Creswell, 2003:185).” The individuals selected for interview were key acquisition Policy Experts and Program Offices that use contractors on the battlefield to support and/or maintain their weapon systems.

### ***Who will be interviewed? Subject Matter Experts***

As noted above, it is essential that the correct people are interviewed within each of the respective case studies. Much like Hudgens (1997), this research studies Air Force acquisition processes utilizing case study research and subject matter experts (SME) for this multiple case study analysis. Throughout this research, many SMEs in many organizations participated in the interviews and provided responses to the Investigative Questions. The following is a general list of Government SME positions that were interviewed for this study:

- System Program Office (SPO) Personnel
  - Contracting Officers, Program Managers, Logisticians
- Staff Personnel
  - General Counsel, Command Legal Counsel, Center Legal Counsel, DCMA Commanders, Contracting Directors, Chiefs of Contracting, SAF/AQ, Acquisition Center of Excellence (ACE) Directors and Members, Chiefs of Contracting, AFIT Instructors, AF JAG School Instructors, JCS J4 Staff, AFMC Staff, Army and Air Force Command Staff, Coalition Provisional Authority (CPA)
- Deployed Acquisition Personnel
  - Baghdad and Northern Iraq

Also, there were contractor personnel interviewed. However, any mention of job positions would void the anonymity promised to these individuals.

### ***Protocol for Recording Information***

Prior to every interview, informed consent was provided by each interviewee, as each subject was informed about the research and its objectives and that the interview

would be taped and transcribed. Also, anonymity was promised to each SME and Program Office. Cooper and Emory (1995:99) state, “Securing informed consent from respondents is a matter of fully disclosing the procedures of the proposed survey or other research design before requesting permission to proceed with the study.” Finally, during the interview, interviewees were asked to participate in the interview if they so choose. Leedy and Ormrod (2001:107), state, “Research participants should be told the nature of the study to be conducted and be given the choice of either participating or not participating” and “[a]ny participation in a study should be strictly voluntary.” Once the interviews were conducted, they were transcribed by the researcher verbatim.

### ***Pilot Study***

A pilot study was conducted after the first Policy Expert interview and after the first Program Office interview. As previously mentioned, qualitative case study research design and data collection are flexible and must be able to adapt to changes or conditions in the field. Yin (1984:74) states, “The pilot case study helps investigators to refine their data collection plans with respect to both the content of the data and the procedures to be followed.” Cooper and Emory (1995:66) also bolsters the use of a pilot study and state that one is used “. . . to detect weaknesses in design and instrumentation.” Cresswell (2003:181), in reference to qualitative studies, states, “The research questions may change and be refined as the inquirer learns what to ask and to whom it should be asked.” It should be noted that after both interviews were conducted, the data was transcribed right away. The results of the pilot tests were that the data collection content and procedures seemed to work well, and nothing was changed for the other 64 interviews.

## ***Data Analysis***

The qualitative narrative found in Chapters 4 and 5 resulting from this research will be an objective account across the multiple case studies. This narrative will provide emerging patterns, conclusions, and recommendations. Once the data was collected, it had to be analyzed.

The data will be gathered, analyzed, and reported. Cresswell (2003:181-182) referencing the work of Rossman and Rallis (1998), states that qualitative data analysis “. . . involve[s] active participation by participants” and the “. . . general pattern of understanding will emerge as it begins with initial codes, develops into broad themes, and coalesces into . . . broad interpretation.” This case study research is exactly as Rossman and Rallis explained. Cresswell (2003:191) also references Stake (1995) and Wolcott (1994), stating, “Case study . . . research involve[s] a detailed description of the setting or individuals, followed by an analysis of the data for themes or issues.” Again, this case study research closely mimics this assertion.

After the interviews were conducted and transcribed, an analysis of the data was conducted. Cresswell (2003) offers an excellent overview of how such research should be conducted, which also represents the research analysis per this investigation:

Researchers seek to identify and describe patterns and themes from the perspective of the participant(s), then attempt to understand and explain these patterns and themes (Agar, 1980). During data analysis the data will be organized categorically and chronologically, reviewed repeatedly, and continually coded. A list of major ideas that surface will be chronicled (as suggested by Merriam, 1988). Taped interviews and participant’s taped diary will be transcribed verbatim. (Cresswell, 2003:203).

The information transcribed from the taped interviews will be analyzed using content analysis, coding, and pattern matching, of which each will be described in detail.

## ***Content Analysis***

There was a large amount of textual data to sort through after the interviews were executed and transcribed. The data analysis approach chosen for this research was content analysis. Cooper and Emory (1995:385) state, “Content analysis measures the semantic content or the ‘what’ aspect of a message. Its breadth makes it a flexible and wide-ranging tool that may be used as a methodology or as a problem-specific technique.” Accordingly, the data was coded and consistent categories were established across cases for each specific investigative question.

Part of content analysis is coding or categorizing the data and then executing pattern matching and developing common themes (with frequency analysis counts) from the data for each case study, across the case studies, and for the accumulated responses of all cases. Leedy and Ormrod (2001:150) state, “The data and their interpretations are scrutinized for underlying themes and other patterns that characterize the case more broadly than a single piece of information can.” After pattern matching has been executed, “[a]n overall portrait of the case is constructed. Conclusions are drawn that may have implications beyond the specific case that has been studied” (Leedy & Ormrod, 2001:150). However, before pattern matching can be conducted and conclusions and recommendations can be made, coding was executed.

## ***Coding***

Coding was used to categorize the large amount of data that was collected from the interviews. Cresswell (2003:192) states that coding “. . . involves taking text data or pictures, segmenting sentences or images into categories, and labeling those categories with a term, often a term based in the actual language of the participant.” Ellram

(1996:108) states, “Open coding . . . refers to methods used to breakdown case study data in order to analyze, conceptualize, and develop categories for data.” Patton (2002:463) states, “This essentially means analyzing the core content of interviews . . . to determine what’s significant.” Finally, Cooper and Emory (1995:381) state, “Coding helps the researcher to reduce several thousand replies to a few categories containing the critical information needed for analysis.” With the huge amount of textual data gathered from this research, pattern matching could not be executed unless some type of coding was performed to group the data. Much research (see, e.g., Cresswell, 2003; Patton, 2002) has been conducted on the execution of proper coding, and it is paramount in properly executing pattern matching and producing accurate, valid, and reliable results.

### ***Pattern Matching***

Cresswell (2003:133) defines pattern theories as generalizations that “. . . represent interconnected thoughts or parts linked to a whole.” From this research, the interconnected thoughts are opinions, best practices, and lessons learned from the various case studies in answer to the specific investigative questions. It is this researcher’s goal to interconnect the Policy Expert’s and Program Office’s opinions into conclusions and recommendations for acquiring the services of contractors on the battlefield. Yin (1984:100) states that the ultimate goal of data analysis is “. . . to treat the evidence fairly” and to “. . . produce compelling analytic conclusions.” Yin (1984:119) recommends “[playing] with the data.” Ellram (1996:113) states, “Searching for patterns among case study data is a key strategy in providing explanation and validity of results.”

Pattern matching is a critical phase in the extrapolation and interpretation of the data gathered by all of the case studies.

First, the categories were selected in the coding phase, and pattern matching was executed to categorize the data. Second, pattern matching was used to make connections and assertions from the data across the case studies. Cresswell (2003:194) states, “Sophisticated qualitative studies go beyond description and theme identification and into complex theme connections” and go “. . . across different cases.” In this research, pattern matching was used to link information gained from the interviews from the multiple case studies to the Investigative Questions and ultimately the Research Questions. After analyzing these associations, emerging themes, and prioritizing results, conclusions were drawn and recommendations were made, all which can be found in the following chapters.

### ***Triangulation***

After the data was coded and pattern matching was executed, the next step is data verification through a technique called triangulation. Patton (2002:247) defines triangulation as “. . . using several kinds of methods or data” and/or employing “. . . multiple methods, measures, researchers, and perspectives.” Miles and Huberman (2002:14) state, “[T]riangulation...provides stronger substantiation of constructs and hypotheses.” Triangulation was used in this research to neutralize researcher bias and misinterpretation of data.

Triangulation is a powerful research tool to ensure quality results from one’s research. Leedy and Ormrod (2001:105) report, “Multiple sources of data are collected

with the hope that they all converge to support a particular hypothesis or theory.” The research design of this particular study uses interview data from a variety of sources including DoD Policy Experts, Contractor Policy Experts, Army Policy Experts, Air Force Policy Experts, and Air Force Program Offices. The data gathered seems to be inherently triangulated not only due to the number of responses, but also due to the vast array of responses from different case study groups. The use of a multiple case study methodology is a form of triangulation and McDonnell, Jones, and Read (2000:387) confirm this and conclude that “Using the accounts of different participants draws upon multiple perspectives – this is an important feature of the case studies and can be seen as a form of triangulation.”

Finally, triangulation was used in developing themes. First, the researcher developed themes manually. Second, another individual developed themes as a pilot test for the first investigative question. This pilot test displayed that the themes presented by the researcher were accurate for the transcribed data.

### ***The Researcher’s Role – Bias, Validity, and Reliability***

Cresswell (2003:184) states that the role of the qualitative researcher as the data gathering instrument “introduces a range of strategic, ethical, and personal issues. . .” The researcher has worked in the acquisition career field for approximately eight years and brings certain personal biases to the research due to experiences in the field. However, precautions were taken to eliminate potential biases by the researcher into the research process. Triangulation and the use of outside sources to independently review the data, conclusions, and recommendations put forth from this research were critical in

alleviating any researcher bias. Also, data was transcribed verbatim from the Policy Expert and Program Office interviews. All transcribed data was analyzed through content analysis and pattern matching, and themes emerged from the *entire* data set. Now that the researcher's role has been addressed, validity and reliability have to be addressed from a much broader and more in-depth perspective.

### ***Validity and Reliability***

Validity and reliability are critical to conducting research that produces quality results.

***Validity.*** Validity is a strength of qualitative research, and as Cresswell (2003:195-196) verifies, “. . . is used to suggest determining whether the findings are accurate from the standpoint of the researcher, the participant, or the readers of an account.” There are three different types of validity that will be addressed in this research—external validity, internal validity, and construct validity.

***External Validity and Transferability.*** The first type of validity that is addressed in this research is external validity, or transferability. Cooper and Emory (1995:149) state, “The external validity of research findings refers to their ability to be generalized across persons, settings, and times.” Transferability is the term used for more naturalistic studies, such as this one, and it asks the question, “[A]re there similarities between the original study and its context and any other settings where this conclusion is possible?” (Isaac and Michael, 1997). External validity and transferability are important to establish because it allows the researcher to go the next step—to draw conclusions and make recommendations for the various Air Force Program Offices that use contractors on

the battlefield. Leedy and Ormrod (2001:105) report, “The external validity of a research study is the extent to which its results apply to situations beyond the study itself—in other words, the extent to which the conclusions drawn can be generalized to other contexts.” They go on to say that conducting research in a real life setting and the use of a representative example are techniques in which a researcher can employ to “enhance the external validity of a research project” (Leedy & Ormrod, 1985:105-106). This research was conducted in a real-life setting and the sample of Policy Experts and Program Offices was a truly representative sample.

***Internal Validity and Credibility.*** Internal validity and credibility are the second type of validity that is addressed. Internal validity is “. . . the ability of a research instrument to measure what it is purported to measure” (Cooper and Emory, 1995:149). Leedy and Ormrod (2001:103-104) define internal validity as “. . . the extent to which its design and the data that it yields allow the researcher to draw accurate conclusions about cause-and-effect and other relationships within the data.” Credibility is the criteria used in naturalistic studies and asks the question, “Will the methodology and its conduct produce findings that are believable and convincing?” (Isaac and Michael, 1997). The pilot studies conducted was a check on the internal validity of the interview instrument with respect to the six overall Research Questions.

***Construct Validity.*** The third type of validity that is addressed is construct validity. Yin (1984:36) references (Kidder, 1981) and defines construct validity as “establishing correct operational measures for the concepts being studied.” Ellram (1996:105-106) also states that using “multiple data sources,” establishing a logical flow and “chain of evidence,” and having “key informants review the overall case

study” is important to increase research construct validity. All three of these recommendations have been included in the research design and will be addressed later in this chapter.

***Reliability and Dependability.*** The final aspect of this research that must be addressed is reliability which “. . . is a contributor to validity and is necessary but not sufficient condition for validity” (Cooper and Emory, 1995:153). Yin (1984:36) defines reliability as “. . . demonstrating that the operations of a study . . . can be repeated, with the same results.” Dependability is the criteria used in naturalist studies and asks the question, “. . . if it were done over again, would one arrive at essentially the same findings and conclusions?” (Isaac and Michael, 1997). The methodology section of this research is detailed and documented in a way so that the process can be repeated. This action ensures reliability and dependability.

Furthermore, many other steps were taken within this research in order to protect the reliability and dependability of its results. Ellram (1996:104) states that the two keys of reliability for a qualitative case study are the use of a case study protocol and the development of a database. This study adopted both techniques. Cooper and Emory (1995:155) report, “One can improve reliability if external sources of variation are minimized and the conditions under which the measurement occurs are standardized.” As previously mentioned, three reviews were executed prior to conducting the research. The protocol for this case study was approved by various organizations at Wright-Patterson AFB, Ohio. Also, the case study protocol did not change, remaining constant for the execution of all 66 interviews and subsequent data analysis. Also, several databases were created using *Microsoft Excel* ®, in order to conduct content analysis,

pattern matching, and frequency counts. The development of consistent patterns and emerging themes for each Investigative Question, is, in itself, a form of reliability and dependability check. Chapter IV will discuss the themes that emerged from this research, while Chapter V discusses conclusions and recommendations.

***Strategies to Determine Validity/Reliability.*** Now that validity and reliability have been defined and strategies have been outlined, it is time to discuss more in depth the plan that was utilized in this research. Trustworthiness is what this researcher sought to achieve in the extrapolation and analysis of the data and in the culmination of this research into conclusions and recommendations.

The first step that was taken in this research to assure reliability and validity was conducting multiple case studies at once. Kervin (1992:) states, “The validity of statistical conclusions is generally greater with a larger number of cases, and in particular small number of cases or observations can provide only very tentative conclusions.” Triangulation was another technique used to assure reliability and validity. Cresswell (2003:196) states, “Triangulate different data sources of information by examining evidence from the sources and using it to build a coherent justification for themes.” Data was collected through multiple interviews across several DoD organizations and Air Force Program Offices.

Next, member-checking was executed to assure reliability and validity of the research. Cresswell (2003:196) reports, “Use member-checking to determine the accuracy of the qualitative findings through taking the final report or specific descriptions or themes back to participants and determining whether these participants feel that they are accurate.” First, the interviewees received the opportunity to review the transcript

from the respective interview and provide feedback. Second, the data and its subsequent analysis was member-checked using two officers with PhDs, and one doctoral student on the Air Force Institute of Technology's teaching staff.

Next, the interviews were transcribed verbatim and *all of the data* that was collected and analyzed was presented in this research—even data that did not fall into a category or went against the findings. Cresswell (2003:196) states, “Also present negative or discrepant information that runs counter to the themes,” as this adds credibility to the research. Finally, after the pilot test was conducted, the interview questions were standardized, meaning each of the interviewees was asked the same questions. Patton (2002:353) states that this standardization of questions is mandatory because “How a question is worded and asked affects how the interviewee responds.”

There was a massive effort made in this research to build validity and reliability much like the research conducted by Knipper (2003). He states, “It is the goal of my research to build a bridge from each validity type. The effect is cumulative. Attempts are made to minimize validity threats in sequence.”

### ***Conclusions and Recommendations of the Study***

After analyzing the data and developing themes across all of the case studies, conclusions were drawn and recommendations were made. This research not only attempts to draw conclusions and present its results, but to formulate those results into recommendations that can be used by USAF program offices that use contractors on the battlefield. The recommendations put forth can help program offices that are already using contractors on the battlefield and also can help program offices that are

contemplating using contractors on the battlefield. Cresswell (2003:194) states, “A final step in data analysis involves making an interpretation or meaning of the data.” This is exactly the intent of the recommendations for acquiring, sustaining, and managing contractors on the battlefield, as presented in Chapter V.

### ***Summary of Selected Approach***

Ellram (1996:102) states, “Multiple cases...represent replications that allow for development of rich, theoretical framework.” This qualitative multiple case study research will attempt to do create theory by drawing conclusions on the current state of battlefield acquisition and by providing recommendations using insights gained from the multiple interviews and emerging themes stemming from those interviews. Furthermore, using the techniques of coding, content analysis, pattern matching, and triangulation, this researcher’s findings will prove to be valid and reliable.

The remainder of this thesis is organized as follows. Chapter IV presents the analysis of the data gained from the interviews, and Chapter V draws conclusions, makes recommendations, summarizes limitations of the study, and recommends areas for future research.

## **IV. Case Study Results and Analysis**

### ***Chapter Overview***

Chapter IV analyzes the fifteen investigative questions (IQ) asked of all Subject Matter Experts (SME) case study groups including DoD Policy Experts, Contractor Policy Experts, Army Policy Experts, Air Force Policy Experts, and Program Offices. Also, this Chapter analyzes one additional question asked of the Policy Experts (IQ 1) and two additional questions asked of the different program offices (IQ 17 and IQ 18).. The results of the Policy Experts are first examined independently, case by case, for patterns and themes, and then the case studies are merged to produce an overall result for that specific Investigative Question. Next, the results from the Policy Experts are compared with the patterns that emerged from the Program Offices that use contractors on the battlefield to support their weapon systems. For each Investigative Question, the results of pattern matching and frequency analysis and a discussion of the analysis and themes that emerged from the data are presented. Specific examples from the interviews are provided as supporting rationale. Further discussion, conclusions, and recommendations are presented in Chapter V.

A total of 66 interviews were conducted for this thesis. 64 were conducted over the telephone, while two were conducted via e-mail. The break-out for the interviews is as follows:

- |   |                |
|---|----------------|
| ➤ 4 DoD Policy Expert Interviews:         | SMEs #1 - #4   |
| ➤ 8 Contractor Policy Expert Interviews:  | SMEs #5 - #12  |
| ➤ 10 Army Policy Expert Interviews:       | SMEs #13 - #22 |
| ➤ 31 Air Force Policy Expert Interviews:  | SMEs #23 - #53 |
| ➤ 13 Air Force Program Office Interviews: | POs #1 - #13   |

## *Case Study Results*

**IQ 1.** (*Policy Experts Only*) *What programs, if any, are you aware of that use contractors on the battlefield?*

***Results – All Policy Experts.***

**Table 1. Frequency Analysis for Programs that use COB (IQ 1).**

<b>All Policy Experts – Programs that use COB</b>		
<b>Frequency</b>	<b>Program Name</b>	<b>%</b>
16	<i>Global Hawk</i>	30%
15	<i>LOGCAP</i>	28%
13	<i>Predator</i>	25%
11	<i>AFCAP</i>	21%
9	<i>JSTARS</i>	17%
8	<i>N/A</i>	15%
6	<i>U-2</i>	11%
6	<i>Communications</i>	11%
5	<i>Stryker</i>	9%
4	<i>CONCAP</i>	8%
4	<i>Fox Vehicle</i>	8%
4	<i>Patriot</i>	8%
4	<i>Apache</i>	8%
2	<i>Coalition Provisional Authority</i>	4%
2	<i>Intelligence Gathering Programs</i>	4%
2	<i>USAID</i>	4%
2	<i>4th ID</i>	4%
2	<i>Tank Units</i>	4%
2	<i>F-117</i>	4%
2	<i>F-22</i>	4%
2	<i>C-130 Commando Solo</i>	4%
2	<i>C-130 Gunship</i>	4%
1	<i>C-21</i>	2%
1	<i>Air Operations Center</i>	2%
1	<i>DCGS</i>	2%
1	<i>AWACS</i>	2%
1	<i>RIO - Restore Iraqi Oil</i>	2%
1	<i>RIE - Restore Iraqi Electricity</i>	2%
1	<i>A/C Sub-systems</i>	2%
1	<i>F-16</i>	2%
1	<i>RC-135</i>	2%
1	<i>C-130 Compass Call</i>	2%
1	<i>B-2</i>	2%
1	<i>Combat Scent</i>	2%
1	<i>FPAS</i>	2%

The answers to this question provided direction to the researcher for the selection of appropriate Air Force Program offices for further analysis. Coding was executed, based primarily on program office name, weapon system platform, and/or service to be provided. The answers from all four groups were analyzed, coded, grouped, and counted, as presented in Table 1. Forty weapon system platforms and/or services were highlighted by the Policy Experts. For this question, the main objective was to highlight as many different program offices that use contractors on the battlefield, however, a frequency count was also executed. The question was open-ended and did not restrict the Policy Experts from providing information on any known program, whether it was system contractors on the battlefield or logistics support contractors on the battlefield. Again, the answers provided a good baseline from which the researcher could select appropriate cases to study.

Global Hawk, LOGCAP, Predator, AFCAP, and JSTARS were the programs that were identified the most times by the Policy Experts as having used contractors on the battlefield to support, maintain, and/or manage weapon systems or provide services. However, there were sixteen programs highlighted by only one person. The diverse answers that were provided for this Investigative Question highlight several critical findings.

***Analysis and Patterns that Emerged.*** First, the use of contractors on the battlefield is used by a diverse group of program offices, across the services, providing different support, on various weapon systems with different missions, and in various stages of their acquisition life cycle.

Several Policy Experts commented on the long list of programs that use contractors on the battlefield. SME #7, a Contractor Policy Expert, stated, “Virtually every program where the military is providing support overseas is using contractors on the battlefield from Iraq to Afghanistan to Kuwait,” while SME #17, an Army Policy Expert, stated, “Practically any weapon system now-a-days [is supported by contractors on the battlefield].” SME #19, an Army Policy Expert, stated that he traveled throughout Iraq, gathering data on over 150 different contractors working in the AOR for accountability purposes and SME #20, another Army Policy Expert, stated, “There are numerous, dozens and dozens, of them” (SME #20, Army Interview, 2004). SME #22, an Army Policy Expert, stated, “It is a much shorter list to say what systems on the battlefield don’t use some sort of contractor support.”

Also, as previously mentioned, these contractors provide various types of service for DoD. Several Policy Experts commented on this as well. SME #27, an Air Force Policy Expert, stated, “You have got the whole range of things. You’ve got your system contractors, you’ve got the theater contractors, and of course you have the local contractors.” Another Air Force Policy Expert, SME #32, stated, “I think that across the board, the Air Force relies on contractors for a lot of the traditional maintenance kinds of activities.”

Second, the frequency count highlights the fact that there are some programs that are well known for using contractors on the battlefield, while there are some programs that are not well known for using this external, commercial support. The Coalition Provisional Authority (CPA) working in Iraq right now is not well known across the DoD. In fact, some individuals might not even recognize the CPA or know about its

mission. This was highlighted by the fact that out of 53 Policy Experts, only two of them marked the CPA as using contractors on the battlefield, while SME #1, a DoD Policy Expert, stated, “I would tell you that CPA is probably using more contractors [on the battlefield] than everybody else that I have ever seen.”

Again, the use of contractors on the battlefield is vast. However, the data shows that knowledge in this area with respect to specific programs is somewhat compartmentalized. SME #2, a DoD Policy Expert, stated, “You hear these things discussed in meetings . . . but I have never actually looked at the contract.” Some individuals had very little knowledge of what programs actually used the support of contractors on the battlefield. SME #45, an Air Force Policy Expert, stated, “I am not aware of too many . . . I am not really all that familiar with all the programs here.”

**IQ 2.** *What support obligations do the USG and the contractor have prior to and during deployment?*

***Results – DoD Policy Experts.***

The four DoD Policy Experts provided an array of answers for this question, and the results are captured in Table 2.

**Table 2. DoD Policy Experts – IQ #2**

IQ 2.	DoD Personnel	
Times Reported	<u>Support Obligations</u>	<u>%</u>
2	<i>Individual Equipment Issue</i>	50%
2	<i>Medical Issues/Support/Exams</i>	50%
2	<i>Force Protection</i>	50%
2	<i>Issue Firearm</i>	50%
1	<i>Conus Replacement Center</i>	25%
1	<i>Pay</i>	25%
1	<i>Wills/Next of Kin</i>	25%
1	<i>9mm Training</i>	25%
1	<i>Shots</i>	25%
1	<i>In-Country Briefing</i>	25%
1	<i>Contractor Provided</i>	25%
1	<i>Postal Services</i>	25%
1	<i>Mortuary Affairs</i>	25%
1	<i>Cell Phones</i>	25%
1	<i>Vehicles</i>	25%
1	<i>Housing</i>	25%

***Analysis and Patterns that Emerged.*** There are many types of pre-deployment and sustainment support that the United States Government provides to contractors who are supporting DoD weapon systems on the battlefield. *Individual Equipment Issue (IEU), Medical Issues and Support, Firearm Issue, and Force Protection* were the highest coded support obligations by the DoD Policy Experts. SME #1 discussed his personal experience through a CONUS Replacement Center (CRC), which is where many contractors process through prior to deploying overseas. The CRC is essentially a deployment line where contractors are taken “. . . through individual equipment issue, all of the medical issues” and “. . . any of the required training” (SME #1, DoD Interview, 2004). The issuing of firearms is an issue that is discussed later in this report, but DoD Policy Experts addressed this support obligation in their answers

several times. SME #3 stated that “there are a lot of rules surrounding that one,” and SME #4 stated that this was a “fuzzy area.”

### ***Results – Contractor Policy Experts.***

The eight Contractor Policy Experts provided an array of answers for this question, and the results are captured in Table 3.

**Table 3. Contractor Policy Experts – IQ #2**

<i>IQ 2.</i>	<b>Contractor Personnel</b>	
<u>Times Reported</u>	<u>Support Obligations</u>	<u>%</u>
3	<i>Conus Replacement Center (CRC)</i>	38%
3	<i>Shots</i>	38%
3	<i>ID Cards</i>	38%
2	<i>Medical Issues/Support/Exams</i>	25%
2	<i>Housing</i>	25%
2	<i>Food</i>	25%
2	<i>Chem Gear Training</i>	25%
2	<i>Travel Orders/Transportation</i>	25%
1	<i>Individual Equipment Issue</i>	13%
1	<i>Wills/Next of kin</i>	13%
1	<i>In-Country Briefing</i>	13%
1	<i>Contractor Provided</i>	13%
1	<i>Force Protection</i>	13%
1	<i>BX</i>	13%
1	<i>Chem Gear</i>	13%
1	<i>Letters of Introduction</i>	13%
1	<i>Badge Requirements</i>	13%
1	<i>N/A</i>	13%
0	<i>Pay</i>	0%
0	<i>9mm Training</i>	0%
0	<i>Issue Firearm</i>	0%
0	<i>Postal Services</i>	0%
0	<i>Mortuary Affairs</i>	0%
0	<i>Cell Phones</i>	0%
0	<i>Vehicles</i>	0%

***Analysis and Patterns that Emerged.*** The codes from the previous case study group remain, while new codes are listed as needed. This trend continues throughout the report because it makes it easier to compare and contrast amongst the various case study groups. For instance, *Pay* was a coding used in the DoD Case Study. *Pay* was used again for the Contractor Policy Expert case study even though this support obligation was not highlighted by this group.

The *CRC, Shots, and ID Cards* were the highest frequency support obligations for the Contractor Policy Expert case study group. This group highlighted several more support obligations than the previous DoD group. The CRC was mentioned by several individuals as an important support obligation. SME #7 stated that the contractors cycle through the CRCs, and it has worked “fairly well”, but not all contractors get this opportunity.

Also, a common theme among the Contractor Policy Expert’s answers was that support obligations are different, on different tasks within the same program, and from program to program. SME #12 stated that the support “. . . varies tremendously based on the task order. . . In some cases, we need virtually no support at all.” While SME #5 stated that the government provides the same support to the contractors as they do to government personnel, others stated that the government provided limited support to the contractors. In fact, SME #10 stated, “If it happens to be something that we need that is solely provided by the government, then they provide . . . if not, then generally they’ll have us come up with it, and we’ll bill them for it.”

### ***Results – Army Policy Experts.***

The ten Army Policy Experts provided an array of answers for this question as well, and the results are captured in Table 4.

**Table 4. Army Policy Experts – IQ #2**

<i>IQ 2.</i>	<b>Army Personnel</b>	
<u>Times Reported</u>	<u>Support Obligations</u>	<u>%</u>
5	<i>Medical Issues/Support/Exams</i>	50%
4	<i>Individual Equipment Issue (uniforms &amp; misc gear)</i>	40%
3	<i>Shots</i>	30%
3	<i>Contractor Provided</i>	30%
3	<i>Chem Gear</i>	30%
2	<i>Force Protection</i>	20%
2	<i>Housing</i>	20%
2	<i>Food</i>	20%
1	<i>Conus Replacement Center</i>	10%
1	<i>9mm Training</i>	10%
1	<i>In-Country Briefing/Cultural</i>	10%
1	<i>Issue Firearm</i>	10%
1	<i>Chem Gear Training</i>	10%
1	<i>Travel Orders/Transportation</i>	10%
1	<i>Family Care</i>	10%
1	<i>Int'l Law and SOFA Awareness</i>	10%
0	<i>Pay</i>	0%
0	<i>Wills/Next of kin</i>	0%
0	<i>Postal Services</i>	0%
0	<i>Mortuary Affairs</i>	0%
0	<i>Cell Phones</i>	0%
0	<i>Vehicles</i>	0%
0	<i>BX</i>	0%
0	<i>ID Cards</i>	0%
0	<i>Letters of Introduction</i>	0%
0	<i>Badge Requirements</i>	0%
0	<i>N/A</i>	0%

***Analysis and Patterns that Emerged. Medical Issues, IEU, Shots, and Chemical Warfare Protective Gear were among the most highly reported support obligations by the Army Policy Experts.***

Also, a common theme among the Army Policy Expert's answers was that support obligations differ quite a bit. SME #15 stated that these support obligations vary "by contract and by where the support is being provided," be it an exercise, an operation in a hostile environment, or for peace enforcement. SME #16 and SME #17 also stated that the range of support varies and "... depends on the SOW and government interest", as well as the contract and specific weapon system. SME #22 stated that the specifics of this support would have to be written into the terms of the contract, and that "[y]ou are going to find that there are more questions than answers."

The question produced very different opinions on the type and quantity of support that the government has provided or should be providing to the contractors on the battlefield. SME #13 stated that the military should provide military unique support to the contractors such as military gas masks, which provide adequate protection unlike the gas masks "available on the commercial market." However, other Army Policy Experts believed that we should provide all support to the contractors. SME #14 stated that contractors are provided with "whatever is necessary for them to deploy." SME #20 stated that the contractors are "... pretty much treated as if they were a soldier in the preparation of deployment." On the other extreme, some Army Policy Experts stated that the contractor was fully responsible for this support. SME #18 went as far as saying, "I don't think we have an obligation from a government perspective. I believe the obligation is on the contractor." SME #21 agreed with SME #18 and stated, "the contractor is responsible for meeting preparation for deployment requirements and they self-deploy." There definitely were more questions than answers.

### ***Results – Air Force Policy Experts.***

The thirty-one Air Force Policy Experts provided an array of answers for this question, and the results are captured in Table 5.

**Table 5. Air Force Policy Experts – IQ #2**

<i>IQ 2.</i>	Air Force Personnel	
<u>Times Reported</u>	<u>Support Obligations</u>	<u>%</u>
12	<i>Contract will spell out obligations</i>	39%
9	<i>Medical Issues/Support/Exams</i>	29%
9	<i>Shots</i>	29%
9	<i>Housing</i>	29%
8	<i>Food</i>	26%
7	<i>Individual Equipment Issue (uniforms &amp; misc gear)</i>	23%
7	<i>Chem Gear</i>	23%
6	<i>Force Protection</i>	19%
5	<i>ID Cards</i>	16%
4	<i>Chem Gear Training</i>	13%
3	<i>N/A</i>	10%
3	<i>Dental Care</i>	10%
2	<i>Pay Incentives</i>	6%
2	<i>Postal Services</i>	6%
2	<i>Travel Orders/Transportation</i>	6%
2	<i>Secure Work Area</i>	6%
2	<i>Insurance</i>	6%
1	<i>9mm Training</i>	3%
1	<i>In-Country Briefing/Cultural</i>	3%
1	<i>Issue Firearm</i>	3%
1	<i>Cell Phones</i>	3%
1	<i>BX</i>	3%
1	<i>Badge Requirements/Access</i>	3%
1	<i>Self Aid Buddy Care Training</i>	3%
1	<i>Admin Supplies - Desk, Computer, etc.</i>	3%
1	<i>Legal Advice</i>	3%
0	<i>Conus Replacement Center</i>	0%
0	<i>Wills/Next of kin</i>	0%
0	<i>Contractor Provided</i>	0%
0	<i>Mortuary Affairs</i>	0%
0	<i>Vehicles</i>	0%
0	<i>Letters of Introduction</i>	0%
0	<i>Family Care</i>	0%
0	<i>Int'l Law and SOFA Awareness</i>	0%

***Analysis and Patterns that Emerged.*** *A Well Written Contract, Medical Issues, Shots, Housing, Food, and Chemical Warfare Protective Gear* were among the highest reported support obligations by the Air Force Policy Experts.

Confusion on the issue of support obligations was also a theme among Air Force Policy Experts. SME #24 stated, “We don’t have this thing figured out,” and SME #39 stated, “This has been a problem.” SME #27 stated, “There is a lot of confusion right now on what is the nature of the support we have to give them. . .” SME #31 stated that there is DoD guidance that gives a “real rough perspective of the obligations that the government has.” SME #36 stated, “A lot of times, operational bases in wartime don’t know exactly what to do with contractors.” SME #37 stated that these support “obligations” have sparked “an ongoing debate”, and SME #38 stated, “. . . we are struggling in the command right now on what type of support we should give.”

Just as it did in the other case study groups, this question produced very different opinions on the type and quantity of support that the government has provided or should be providing to the contractors on the battlefield. SME #24, SME #33 and SME #41 stated that the government is supposed to support the contractor just as it would a GI. However, several Air Force Policy Experts had quite a different opinion on the subject. SME #44 stated, “I think the contractor has to provide as much as possible.” Others went even further and stated that the government has no obligation to support the contractor. SME #32 stated, “The short answer is that we don’t have any requirements to support them before they come in,” SME #46 stated that “[t]he only obligation that we have is not to hinder their performance,” and SME #50 stated that “obligations is the tricky word here.”

There is another pattern that has emerged as well that may help Contracting Officers deal with this apparent lack of guidance. Several of the Air Force Policy Experts stated that support obligations are contract specific and should be clearly identified in the contract. SME #51 stated, “It would probably be contract specific,” SME #48 stated, “I think generally we write all of the conditions and terms into the contract,” and SME #47 stated, “The contract will spell out each party’s responsibilities.” Many other Air Force Policy Experts agreed that the contract must define the level of support that the government is responsible for providing to the contractor prior to their deployment and during their stay in the area of operation. The government should “. . . spell it out as specifically as we can up-front in the contract” (SME #34, Air Force Interview, 2004), and one of the most important things we can do is “give clear direction to the contractor” (SME #28, Air Force Interview, 2004).

Bottom line, DoD must support the warfighter. DoD must support the contractor in the field that is supporting the warfighter and DoD’s weapon systems. SME #42 said it best when he stated, “I think everything needs to be examined in light of how we best support the mission.”

***Results – Air Force Program Offices.***

Thirteen Air Force Program Offices that use contractors on the battlefield were interviewed and provided an array of answers for this question. The results are captured in Table 6.

**Table 6. Air Force Program Offices – IQ #2**

<u>Times Reported</u>	<u>Support Obligations</u>	<u>%</u>
8	<i>Contract will spell out obligations</i>	62%
6	<i>Shots</i>	46%
5	<i>Chem Gear Training</i>	38%
4	<i>Medical Issues/Support/Exams</i>	31%
3	<i>Housing</i>	23%
3	<i>Passports</i>	23%
2	<i>Individual Equipment Issue (uniforms &amp; misc gear)</i>	15%
2	<i>Chem Gear</i>	15%
2	<i>ID Cards</i>	15%
2	<i>Dental Care</i>	15%
2	<i>Don't Get involved/Handled Elsewhere</i>	15%
1	<i>N/A</i>	8%
1	<i>9mm Training</i>	8%
1	<i>BX</i>	8%
1	<i>Secure Work Area</i>	8%
1	<i>Insurance</i>	8%
1	<i>Letters of Introduction</i>	8%
1	<i>Family Care</i>	8%
1	<i>Int'l Law and SOFA Awareness</i>	8%
1	<i>Admin Supplies - Desk, Computer, etc.</i>	8%
1	<i>Schools</i>	8%
0	<i>Food</i>	0%
0	<i>Force Protection</i>	0%
0	<i>Conus Replacement Center</i>	0%
0	<i>Contractor Provided</i>	0%
0	<i>Travel Orders/Transportation</i>	0%
0	<i>In-Country Briefing/Cultural</i>	0%
0	<i>Issue Firearm</i>	0%
0	<i>Pay Incentives</i>	0%
0	<i>Postal Services</i>	0%
0	<i>Wills/Next of kin</i>	0%
0	<i>Cell Phones</i>	0%
0	<i>Badge Requirements/Access</i>	0%
0	<i>Mortuary Affairs</i>	0%
0	<i>Vehicles</i>	0%
0	<i>Self Aid Buddy Care Training</i>	0%
0	<i>Legal Advice</i>	0%

***Analysis and Patterns that Emerged.*** The contract will spell out the obligations, shots, and chemical warfare protective gear were among the highest rated codes for support obligations from the Program Offices (PO).

Although there did not seem to be as much confusion from the program offices on what types of support the government should provide to the contractor, confusion on where to address that support was still present. This question produced very different opinions on where this support should be addressed in the contract. There were several different areas within the contract where these program offices captured these support obligations. PO #12 uses a Special H Clause to define the support, while PO #11 used their Statement of Work. Other program offices used Ops Tempo Documents, Letters of Introduction, Procuring Contracting Officer Letters, or simply didn't address the support obligations. PO #3 stated, "We do not specify this in our contract."

***Results – Policy Experts vs Program Offices.***

Table 7 is a side by side comparison of the descending accumulated frequency counts of the Policy Experts versus the Program Offices in regards IQ #2, the government's support obligations to contractors on the battlefield.

**Table 7. IQ #2 - Policy Experts vs Program Offices**

Total for All Policy Experts			Total for All Program Offices		
E	<u>Support Obligations</u>	%	E	<u>Support Obligations</u>	%
18	<i>Medical Issues/Support/Exams</i>	34%	8	<i>Contract will spell out obligations</i>	62%
16	<i>Shots</i>	30%	6	<i>Shots</i>	46%
14	<i>Individual Equipment Issue</i>	26%	5	<i>Chem Gear Training</i>	38%
14	<i>Housing</i>	26%	4	<i>Medical Issues/Support/Exams</i>	31%
12	<i>Food</i>	23%	3	<i>Housing</i>	23%
12	<i>Contract will spell out obligations</i>	23%	3	<i>Passports</i>	23%
11	<i>Force Protection</i>	21%	2	<i>Individual Equipment Issue</i>	15%
11	<i>Chem Gear</i>	21%	2	<i>Chem Gear</i>	15%
8	<i>ID Cards</i>	15%	2	<i>ID Cards</i>	15%
7	<i>Chem Gear Training</i>	13%	2	<i>Dental Care</i>	15%
5	<i>Conus Replacement Center</i>	9%	2	<i>Don't Get involved/Handled Elsewhere</i>	15%
5	<i>Contractor Provided</i>	9%	1	<i>N/A</i>	8%
5	<i>Travel Orders/Transportation</i>	9%	1	<i>9mm Training</i>	8%
4	<i>In-Country Briefing/Cultural</i>	8%	1	<i>BX</i>	8%
4	<i>Issue Firearm</i>	8%	1	<i>Secure Work Area</i>	8%
4	<i>N/A</i>	8%	1	<i>Insurance</i>	8%
3	<i>Pay Incentives</i>	6%	1	<i>Letters of Introduction</i>	8%
3	<i>9mm Training</i>	6%	1	<i>Family Care</i>	8%
3	<i>Postal Services</i>	6%	1	<i>Int'l Law and SOFA Awareness</i>	8%
3	<i>Dental Care</i>	6%	1	<i>Admin Supplies - Desk, Computer, etc.</i>	8%
2	<i>Wills/Next of kin</i>	4%	1	<i>Schools</i>	8%
2	<i>Cell Phones</i>	4%			
2	<i>BX</i>	4%			
2	<i>Badge Requirements/Access</i>	4%			
2	<i>Secure Work Area</i>	4%			
2	<i>Insurance</i>	4%			
1	<i>Mortuary Affairs</i>	2%			
1	<i>Vehicles</i>	2%			
1	<i>Letters of Introduction</i>	2%			
1	<i>Family Care</i>	2%			
1	<i>Int'l Law and SOFA Awareness</i>	2%			
1	<i>Self Aid Buddy Care Training</i>	2%			
1	<i>Admin Supplies - Desk, Computer, etc.</i>	2%			
1	<i>Legal Advice</i>	2%			

Table 8 represents the Policy Expert's and Program Office's highest identified support obligations.

**Table 8. IQ #2 - Highest Frequency Comparison**

<b>Support Obligations - 2</b>			
<b>Overall Policy Experts</b>	<b>%</b>	<b>Program Offices</b>	<b>%</b>
18 - Medical Issues/Support/Exams	34%	8 - Contract will spell out obligations	67%
16 - Shots	30%	6 - Shots	46%
14 - Individual Equipment Issue	26%	5 - Chem Gear Training	38%
14 - Housing	26%	4 - Medical Issues/Support/Exams	31%
12 - Contract will spell out obligations	23%	3 - Housing	23%
12 - Food	23%	3 - Passports	23%
11 - Chem Gear	21%		
11 - Force Protection	21%		

***Analysis and Patterns that Emerged.*** Five of the six codings are similar for both the Policy Experts and the Program offices. These include:

- Contract will spell out obligations
- Shots
- Chem Gear Training
- Medical Issues/Support/Exams
- Housing

*Passports* are a subject that the Policy Experts never addressed, while *force protection obligations* and *IEU* were of very high frequency to the Policy Experts and not to the Program Offices.

**IQ 3.**      *How has the AF handled these obligations in the past? Please explain.*

#### ***Results – DoD Policy Experts.***

The four DoD Policy Experts provided an array of answers for this question, and the results are captured in Table 9.

**Table 9. DoD Policy Experts – IQ #3**

IQ 3.	DoD Personnel	
<u>Times Reported</u>	<u>Handling of Obligations</u>	<u>%</u>
3	<i>Force Protection Issues/Problems</i>	75%
3	<i>Some Problems</i>	75%
2	<i>Ad hoc/Confusion</i>	50%
1	<i>In Contract/SOW/Letter of Introduction (LOI)</i>	25%
1	<i>Need of a standard approach - Joint Guidance</i>	25%
1	<i>COs did not coordinate forward</i>	25%
1	<i>Logistical Issues</i>	25%
1	<i>Very Well</i>	25%

***Analysis and Patterns that Emerged.*** *Force Protection Issues/Problems, Ad Hoc/Confusion, and Some Problems* were the highest ranked responses from the DoD Policy Experts with regards to the government's handling of its support obligations. The majority of respondents reported *force protection* issues due to unplanned requirements. SME #3 stated that force protection was the “biggest bone of contention” in on-going Operation Iraqi Freedom. Also, half of the DoD Policy Experts reported an *ad hoc approach* to supporting the contractor in the field that often led to confusion. These answers continue the theme that there is much confusion in the area of support obligations between the government and the contractors that are performing work in the battle area. SME #2 stated, “In some situations we had a contractor at Location A where they were getting support and at Location B they were not getting support.” He went on to say that a standard approach was much needed.

***Results – Contractor Policy Experts.***

The eight Contractor Policy Experts provided an array of answers for this question, and the results are captured in Table 10.

**Table 10. Contractor Policy Experts – IQ #3**

IQ 3.	Contractor Personnel	
<u>Times Reported</u>	<u>Handling of Obligations</u>	<u>%</u>
5	Very Well	63%
4	Some Problems	50%
2	In Contract/SOW/LOI	25%
2	Govt Ignored Issues/Silent	25%
1	Too Much Rotation of Personnel	13%
1	N/A	13%
0	Ad hoc/Confusion	0%
0	Need of a standard approach - Joint Guidance	0%
0	Force Protection Issues/Problems	0%
0	COs did not coordinate forward	0%
0	Logistical Issues	0%

***Analysis and Patterns that Emerged.*** *Very Well and Some Problems* were the highest ranked responses from the Contractor Policy Experts with regards to the government's handling of its support obligations. These two distinctly different responses display the pattern that support obligations are still a problem for the Air Force. While several people stated that the government has done a good job “. . . of doing what they say they'll do in the SOW,” (SME #12, Contractor Interview, 2004), there were just as many complaints. SME #11 said the government likes to place an order “. . . and then walk away from it,” SME #9 stated, “The government has ignored some of these issues or remained silent in some cases,” and SMEs #6 and #8 both stated that there have been problems and issues in this area.

***Results – Army Policy Experts.***

The ten Army Policy Experts provided an array of answers for this question, and the results are captured in Table 11.

**Table 11. Army Policy Experts – IQ #3**

IQ 3.	Army Personnel	
<u>Times Reported</u>	<u>Handling of Obligations</u>	<u>%</u>
5	N/A	50%
4	<i>In Contract/SOW/LOI</i>	40%
4	<i>Very Well</i>	40%
4	<i>Some Problems</i>	40%
1	<i>Force Protection Issues/Problems</i>	10%
1	<i>Govt Ignored Issues/Silent</i>	10%
0	<i>Ad hoc/Confusion</i>	0%
0	<i>Need of a standard approach - Joint Guidance</i>	0%
0	<i>COS did not coordinate forward</i>	0%
0	<i>Logistical Issues</i>	0%
0	<i>Too Much Rotation of Personnel</i>	0%

***Analysis and Patterns that Emerged.*** *Very Well, Some Problems, and In Contract/SOW/LOI* were the highest ranked responses from the Army Policy Experts with regards to the government's handling of its support obligations. Again, like the other case study groups, there is a discrepancy amongst the Army. While some think that the Army is handling the obligations well, clearly addressing them in their contracts, other Army Policy Experts have identified some problems. SME #14 stated that sometimes not all of the contractors deploying to the battlefield “get the word about things that are necessary to be done prior to deployment.” SME #19 stated that “there are many things that can be improved.” However, almost half of the Army Policy Experts interviewed stated that the Army was doing a good job supporting their contractors. SME #15 summed it up well when he stated, “People understand when they go into that type of environment that things don’t go exactly the way we anticipated...but pretty much things get done.” The problem, it seems, is that the DoD is doing a poor job anticipating support obligations for these contractors who deploy to the battle area.

### ***Results – Air Force Policy Experts.***

The thirty-one Air Force Policy Experts provided an array of answers for this question, and the results are captured in Table 12.

**Table 12. Air Force Policy Experts – IQ #3**

<i>IQ 3.</i>	Air Force Personnel	
<u>Times Reported</u>	<u>Handling of Obligations</u>	<u>%</u>
13	<i>Some Problems</i>	42%
10	<i>In Contract/SOW/LOI</i>	32%
9	<i>N/A</i>	29%
6	<i>Ad hoc/Confusion</i>	19%
5	<i>Need of a standard approach - Joint Guidance</i>	16%
3	<i>Force Protection Issues/Problems</i>	10%
3	<i>C&amp;C Issues</i>	10%
3	<i>Clarify Emergency Essential</i>	10%
2	<i>Very Well</i>	6%
2	<i>Transportation Issues - JFTR Issues</i>	6%
2	<i>Problems with Shots</i>	6%
1	<i>COs did not coordinate forward</i>	3%
1	<i>QAE - Need work here</i>	3%
1	<i>Contractor Counsel Needs to be educated</i>	3%
1	<i>Pay Issues</i>	3%
1	<i>Medical Issues</i>	3%
0	<i>Logistical Issues</i>	0%
0	<i>Too Much Rotation of Personnel</i>	0%
0	<i>Govt Ignored Issues/Silent</i>	0%

***Analysis and Patterns that Emerged. Some Problems, In Contract/SOW/LOI, and Ad hoc/Confusion*** were the highest ranked responses from the Air Force Policy Experts with regards to the government's handling of its support obligations. This information clearly depicts a pattern that there is a problem with the government handling and/or clarifying our support obligations with respect to the contractor.

The theme continues as the Air Force Policy Experts discussed the lack of specificity in the battlefield contracts for these support obligations, the lack of formal, joint guidance, and the lack of training and education in this acquisition area. SME #27 says that this support should be detailed in the contract, however, SME #24 said that the Air Force puts these support obligations in the contract as a “blanket statement,” while SME #31 notes the lack of guidance is a problem. SME #34 stated, I think all of the guidance is out there somewhere but it is so scattered.” SME #42 stated that guidance is needed but with a caveat. He stated, “One issue that needs to be addressed is that we fight in a joint environment so if you write AF level guidance, you are missing the boat.” SME #50 stated, “There is a lot of confusion on what we need to do,” while SME #52 stated, “It has kind of been a challenge.” Finally, SME #25 stated that there is a lack of training and there is no effort put into teaching “. . . what needs to happen in order to get systems level and CONUS contractors...into the area of operations.”

***Results – Air Force Program Offices.***

Thirteen Air Force Program Offices that use contractors on the battlefield were interviewed and provided an array of answers for this question. The results are captured in Table 13.

**Table 13. Air Force Program Offices – IQ #3**

<u>Times Reported</u>	<u>Handling of Obligations</u>	<u>%</u>
8	<i>Very Well</i>	62%
5	<i>Some Problems</i>	38%
5	<i>N/A</i>	38%
3	<i>Ad hoc/Confusion</i>	23%
2	<i>In Contract/SOW/LOI</i>	15%
2	<i>Need of a standard approach - Joint Guidance</i>	15%
1	<i>Transportation Issues - JFTR Issues</i>	8%
1	<i>Problems with Shots</i>	8%
1	<i>Pay Issues</i>	8%
1	<i>Covered in Support Agreement</i>	8%
1	<i>Key is Communication</i>	8%
0	<i>Force Protection Issues/Problems</i>	0%
0	<i>COs did not coordinate forward</i>	0%
0	<i>Logistical Issues</i>	0%
0	<i>Too Much Rotation of Personnel</i>	0%
0	<i>Govt Ignored Issues/Silent</i>	0%
0	<i>QAE - Need work here</i>	0%
0	<i>C&amp;C Issues</i>	0%
0	<i>Contractor Counsel Needs to be educated</i>	0%
0	<i>Clarify Emergency Essential</i>	0%
0	<i>Medical Issues</i>	0%

***Analysis and Patterns that Emerged.*** The Program Offices characterized the handling of these support obligations as being executed *Very Well, Some Problems, and/or in an Ad Hoc and Confusing Manner*. These were the three highest coded categories amongst the program offices.

More than half of the Program Offices (PO) said they were handling the support obligations very well. In fact, many of the program offices stated that the contract was the proper place to address such requirements. PO #4, PO #7, PO #8, PO #9, PO #10, and PO 12 all stated that their contract clearly defines the support obligations through clauses, and attachments to the contract such as base support agreements, SOWs, and/or Letters of Introduction.

However, several program offices said they were not involved in the handling of the support obligations. PO #1 stated that they were not involved in addressing, clarifying, or managing these support obligations because “. . . the guts of our SPO is located at the contractor’s plant.” Program Office #2 stated, “That’s taken care of at the base-level,” and Program Office #3 stated, “That is not something that I get involved with as a CO.” Furthermore, PO #11 stated that their Detachment handles a lot of the support requirements. However, PO #5 stated, “Generally it is dependent upon the particular program’s situation.” Again, the general pattern of confusion has been infused even down to the program office level.

***Results – Policy Experts vs Program Offices.***

Table 14 is a side-by-side comparison of the descending accumulated frequency counts of the Policy Experts versus the Program Offices in regards to IQ #3, the government’s handling of its support obligations to contractors on the battlefield.

**Table 14. IQ #3 - Policy Experts vs Program Offices**

Total for All Policy Experts			Total for All Program Offices		
E	<u>Handling of Obligations</u>	%	E	<u>Handling of Obligations</u>	%
24	<i>Some Problems</i>	45%	8	<i>Very Well</i>	62%
17	<i>In Contract/SOW/LOI</i>	32%	5	<i>Some Problems</i>	38%
15	<i>N/A</i>	28%	5	<i>N/A</i>	38%
12	<i>Very Well</i>	23%	3	<i>Ad hoc/Confusion</i>	23%
8	<i>Ad hoc/Confusion</i>	15%	2	<i>In Contract/SOW/LOI</i> <i>Need of a standard approach - Joint</i>	15%
7	<i>Force Protection Issues/Problems</i> <i>Need of a standard approach - Joint</i>	13%	2	<i>Guidance</i>	15%
6	<i>Guidance</i>	11%	1	<i>Transportation Issues - JFTR Issues</i>	8%
3	<i>Govt Ignored Issues/Silent</i>	6%	1	<i>Problems with Shots</i>	8%
3	<i>C&amp;C Issues</i>	6%	1	<i>Pay Issues</i>	8%
3	<i>Clarify Emergency Essential</i>	6%	1	<i>Covered in Support Agreement</i>	8%
2	<i>COs did not coordinate forward</i>	4%	1	<i>Key is Communication</i>	8%
2	<i>Transportation Issues - JFTR Issues</i>	4%			
2	<i>Problems with Shots</i>	4%			
1	<i>Logistical Issues</i>	2%			
1	<i>Too Much Rotation of Personnel</i>	2%			
1	<i>QAE - Need work here</i>	2%			
1	<i>Contractor Counsel Needs to be educated</i>	2%			
1	<i>Pay Issues</i>	2%			
1	<i>Medical Issues</i>	2%			

Table 15 is a side-by-side comparison of the Policy Expert's and the Program Office's highest identified support obligations.

**Table 15. IQ #3 - Highest Frequency Comparison**

<u>Handling of Obligations - 3</u>					
<u>Overall Policy Experts</u>		<u>%</u>	<u>Program Offices</u>		<u>%</u>
24 - <i>Some Problems</i>	45%		8 - <i>Very Well</i>	62%	
17 - <i>In Contract/SOW/LOI</i>	32%		5 - <i>Some Problems</i>	38%	
15 - <i>N/A</i>	28%		5 - <i>N/A</i>	38%	
12 - <i>Very Well</i>	23%		3 - <i>Ad hoc/Confusion</i>	23%	
8 - <i>Ad hoc/Confusion</i>	15%		2 - <i>In Contract/SOW/LOI</i>	15%	
7 - <i>Force Protection Issues/Problems</i>	13%		2 - <i>Need of a standard approach - Joint Guidance</i>	15%	

***Overall Analysis and Patterns that Emerged.*** Five of the six codings are similar for both the Policy Experts and the Program offices. Combining the total frequency counts from both the Policy Experts and Program Offices, the top five codings

for the government's handling of support obligations are rank ordered below according to frequency count:

- 1. Some Problems (32)
- 2. Very Well (20)
- 3. N/A (20)
- 4. Ad hoc/Confusion (11)
- 5. In Contract/SOW/LOI (11)

**IQ 4.** *What legal implications are present when hiring contractors on the battlefield?*

***Results – DoD Policy Experts.***

The four DoD Policy Experts provided an array of answers for this question, and the results are captured in Table 16.

**Table 16. DoD Policy Experts – IQ #4**

IQ 4. DoD Personnel		
<u>Times Reported</u>	<u>Legal Implications</u>	<u>%</u>
3	SOFA	75%
3	MEJA 2000 & Local Laws & Discipline	75%
2	Liability - Death/Injury/Equipment	50%
1	Carrying a Weapon	25%
1	Geneva Convention	25%
1	Medical Liability	25%
1	JAG Liability	25%

***Analysis and Patterns that Emerged.*** *Status of Forces Agreement, MEJA 2000 & Laws and Discipline, and Liability* were the most frequent responses from the DoD Policy Experts in reference to the legal implications when acquiring the services of contractors on the battlefield. SME #3, in reference to legal implications, stated, “There’s a lot.” Legal implications for contractors on the battlefield are an immense area of study. Not only are there many legal implications, but the severity of these

implications make this a noteworthy subject to analyze. Status of Forces Agreements (SOFA) were mentioned several times because they have a direct impact on the contractors working overseas in terms of legal issues. SME #1 stated that there are huge legal implications, and specifically mentioned that there was currently no SOFA in Iraq. SME #2 stated that “. . . these contractors are not covered by SOFA agreement. . .” Also, the Military Extraterritorial Jurisdiction Act of 2000 was mentioned several times. This Act allows us to pull back contractor personnel from overseas that commit a felony and prosecute them here in the United States.

***Results – Contractor Policy Experts.***

The eight Contractor Policy Experts provided an array of answers for this question, and the results are captured in Table 17.

**Table 17. Contractor Policy Experts – IQ #4**

IQ 4. Contractor Personnel		
<u>Times Reported</u>	<u>Legal Implications</u>	<u>%</u>
5	<i>Liability - Death/Injury/Equipment</i>	63%
3	<i>Pay Differentials/Tax Status</i>	38%
2	<i>MEJA 2000 &amp; Local Laws &amp; Discipline</i>	25%
1	<i>SOFA</i>	13%
1	<i>Geneva Convention</i>	13%
1	<i>Force Protection</i>	13%
1	<i>N/A</i>	13%
1	<i>Contract Itself</i>	13%
0	<i>Carrying a Weapon</i>	0%
0	<i>Medical Liability</i>	0%
0	<i>JAG Liability</i>	0%

***Analysis and Patterns that Emerged.*** *Liability, Pay Differentials/Tax Status, and MEJA 2000/Local Laws/Discipline* were the most frequent responses from the Contractor Policy Experts with regards to the legal implications. The liability issue was

the highest reported legal implication. SME #10 addressed damage to vehicles, while SME #12 addressed the humanistic liability. SME #12 stated, “That is probably the most controversial issue is the injury as the result of some terrorist or combat action.” SME #8 stated that Public Law 85-804 under FAR 52.250-1 covers the liability for contractors and the government, but “. . . getting the risk defined is somewhat more difficult.”

The other pattern that emerged is pay differentials. Again, acquiring the services of contractors on the battlefield has some nuances that are unique to this type of procurement, and Air Force Contracting Officers must be aware and/or educated on these nuances. SME #11 stated,

I spent last winter in tents in Afghanistan, Kurdistan, Uzbekistan, and Pakistan with the snake eaters over there, the door knockers, Special Forces folks living in tents, port-a-potties in the snow, blacked out air strips at night...the people we send over there on a one year assignment, the state department has guidance and rules on what are danger pay areas what are hazardous duty pay areas, what are sub-standard living conditions, and those effect costs to the government because those deployed locations aren't Aviano, Italy. (SME #11, Contractor Interview, 2004).

The government has to be aware that every contractor has a different policy on pay differentials and/or bonuses as described in their respective company disclosure statements. These pay differentials have a direct impact on the effective management and cost control of the contract.

The third theme, also common among the DoD Policy Experts, which has developed, is the implications of local laws and discipline of the contractors on the battlefield. SME #7 stated, “Contractors run the risk to being subject to local laws. . .” *MEJA 2000/Local Laws/Discipline* is a pattern that continues to develop among the

Policy Experts with regards to legal implications of using contractors to support weapon systems on the battlefield.

***Results – Army Policy Experts.***

The ten Army Policy Experts provided an array of answers for this question, and the results are captured in Table 18.

**Table 18. Army Policy Experts – IQ #4**

IQ 4.	Army Personnel	%
<u>Times Reported</u>	<u>Legal Implications</u>	
5	MEJA 2000 & Local Laws & Discipline	50%
4	Geneva Convention/Contractor Status/LOAC	40%
3	Carrying a Weapon	30%
3	Force Protection	30%
3	Support Obligations	30%
2	N/A	20%
1	Contract Itself	10%
1	Visa Requirements	10%
0	SOFA	0%
0	Liability - Death/Injury/Equipment	0%
0	Medical Liability	0%
0	JAG Liability	0%
0	Pay Differentials/Tax Status	0%

***Analysis and Patterns that Emerged.*** MEJA 2000/Local Laws/Discipline and Geneva Convention/Contractor Status/LOAC were the most frequent responses from the Army Policy Experts in regards to legal implications. Again, like the other Policy Experts, discipline is a major theme for the Army Policy Experts. SME #20 stated that whatever restrictions are in a specific theater should be clarified and delineated in the contract. SME #18 stipulated that it was difficult to discipline a contractor, but that the individual could be removed from theater. SME #13 references the implications of MEJA 2000 for contractors on the battlefield, while SME #17 asks the question, “If you

are in an area that has no government, and a contractor commits a crime, how is that contractor held accountable?" Several individuals also addressed the *Geneva Convention/Contractor Status/LOAC* as one of the major legal issues involved with this type of contract. Many state that the Geneva Convention is outdated and that "[t]here is a disagreement between the AF and the Army . . . on what a contractor can do and not do" (SME #15, Army Interview, 2004). There seems to be no standardized approach for the discipline of contractors, and confusion seems to surround this legal implication.

#### ***Results – Air Force Policy Experts.***

The thirty-one Air Force Policy Experts provided an array of answers for this question, and the results are captured in Table 19.

**Table 19. Air Force Policy Experts – IQ #4**

IQ 4. <u>Times Reported</u>	Air Force Personnel <u>Legal Implications</u>	<u>%</u>
18	<i>Geneva Convention/Contractor Status/LOAC</i>	58%
10	<i>Carrying a Weapon</i>	32%
8	<i>Liability - Death/Injury/Equipment</i>	26%
8	<i>Contract Itself</i>	26%
7	<i>MEJA 2000 &amp; Local Laws &amp; Discipline</i>	23%
3	<i>Force Protection</i>	10%
3	<i>N/A</i>	10%
3	<i>Liability for the Commander</i>	10%
2	<i>SOFA</i>	6%
2	<i>Pay Differentials/Tax Status</i>	6%
2	<i>Visa Requirements</i>	6%
2	<i>Emergency Essential</i>	6%
2	<i>International Law</i>	6%
1	<i>Medical Liability</i>	3%
1	<i>Support Obligations</i>	3%
1	<i>Funding</i>	3%
0	<i>JAG Liability</i>	0%

***Analysis and Patterns that Emerged. Geneva Convention/Contractor Status/LOAC, Carrying a Weapon, and Liability*** were the most frequent responses from the Air Force Policy Experts with regards to the legal implications.

This information clearly depicts a pattern that there are legal implications tied to the Geneva Conventions and the status of the contractor on the battlefield. This theme was present with the Army Policy Experts and is present here with the Air Force Policy Experts. SME #23 stated that the contractors, “really have no status under the Geneva Convention,” and SME #37 addressed this issue as being “thorny.” However, SME #41 stated that the contractors “. . . are provided provisions under the Geneva Conventions as long as they stay a non-combatant.” SME #44 stated that if a contractor should be captured, he or she should be treated humanely, and SME #53 clarified the issue even more and stated that if a contractor is captured on the battlefield, he or she should “. . . be treated as a POW” according their “equivalent military rank.” There are issues with regards to the Geneva Convention and the status of the contractor on the battlefield. This is a “thorny” issue. SME #46 stated, “How far they can go before it becomes direct participation is a subject for a lot of debate.” SME #47 questioned, “The law of armed conflict can get blurred by the enemy as well. Are the contractors un-uniformed combatants?” The contractors “. . . have to be very careful that they don’t become quasi-military” (SME #44, Air Force Interview, 2004).

The other theme that continued to emerge was the implications with respect to liability on the part of the government and contractor. SME #35 stated, “I would think that actually getting shot, injured, or killed is a big one,” and SME #50 questioned, “Can families sue? Does their life insurance suddenly go void because they were killed in

combat?" These liabilities are present not only for the individual and the government, but for the company the contractor works for as well. SME #53 stated that a contractor has to have worker's compensation insurance "... but then beyond that they have to have coverage for people that get sent overseas."

***Results – Air Force Program Offices.***

Thirteen Air Force Program Offices that use contractors on the battlefield were interviewed and provided an array of answers for this question. The results are presented in Table 20.

**Table 20. Air Force Program Offices – IQ #4**

<u>Times Reported</u>	<u>Legal Implications</u>	<u>%</u>
7	<i>Contract Itself</i>	54%
5	<i>Liability - Death/Injury/Equipment</i>	38%
4	<i>Emergency Essential</i>	31%
3	<i>Pay Differentials/Tax Status</i>	23%
3	<i>N/A</i>	23%
3	<i>Support Obligations</i>	23%
2	<i>Geneva Convention/Contractor Status/LOAC</i>	15%
2	<i>Force Protection</i>	15%
1	<i>Carrying a Weapon</i>	8%
1	<i>SOFA</i>	8%
1	<i>MEJA 2000 &amp; Local Laws &amp; Discipline</i>	8%
1	<i>Medical Liability</i>	8%
1	<i>International Law</i>	8%
1	<i>Command/Discipline of Contractors</i>	8%
0	<i>JAG Liability</i>	0%
0	<i>Visa Requirements</i>	0%
0	<i>Funding</i>	0%
0	<i>Liability for the Commander</i>	0%

***Analysis and Patterns that Emerged.*** These were the three highest coded categories amongst the program offices were the *Contract Itself, Liability, and Emergency Essential Status.*

The *Contract Itself* was one of the themes that emerged from the Program Office's responses to the legal implications of using contractors on the battlefield. Although this coding did not receive much attention from the DoD, Contractor, or Army Policy Experts, it ranked relatively high with the Air Force Policy Experts and now with the Program Offices. It is interesting to note that although this coding had the highest frequency, the responses displayed a bit of insecurity in their assurance that the contracts were thoroughly written. PO #3 stated, "I think our contract covers that," PO #1 stated, "We have to make sure that the appropriate clauses are in the contract," and PO #2 stated, "As long as the clauses are in the contract, we're fine." The *Contract Itself* has certainly emerged as a theme among the Program Offices.

The *Liability* coding has once again emerged as a pattern amongst interviewees. Tying the *Contract Itself* issue to the *Liability issue*, PO #11 took a slightly different approach to these issues. She stated, "It is up to the contractor to determine whether they have fully satisfied the requirements of the clause . . . [t]he contractor has to ensure that they are covered." There is confusion and a non-standardized approach with regards to the contract, liability issues, and to whom the onus belongs.

#### ***Results – Policy Experts vs Program Offices.***

Table 21 is a side-by-side comparison of the descending accumulated frequency counts of the Policy Experts versus the Program Offices in regards to IQ #4, the legal implications with respect to contractors on the battlefield.

**Table 21. IQ #4 - Policy Experts vs Program Offices**

Total for All Policy Experts			Total for All Program Offices		
E	<u>Legal Implications</u>	%	E	<u>Legal Implications</u>	%
24	<i>Geneva Convention/Contractor Status/LOAC</i>	45%	7	<i>Contract Itself</i>	54%
17	<i>MEJA 2000 &amp; Local Laws &amp; Discipline</i>	32%	5	<i>Liability - Death/Injury/Equipment</i>	38%
15	<i>Liability - Death/Injury/Equipment</i>	28%	4	<i>Emergency Essential</i>	31%
14	<i>Carrying a Weapon</i>	26%	3	<i>Pay Differentials/Tax Status</i>	23%
10	<i>Contract Itself</i>	19%	3	<i>N/A</i>	23%
7	<i>Force Protection</i>	13%	3	<i>Support Obligations</i>	23%
6	<i>SOFA</i>	11%	2	<i>Geneva Convention/Contractor Status/LOAC</i>	15%
6	<i>N/A</i>	11%	2	<i>Force Protection</i>	15%
5	<i>Pay Differentials/Tax Status</i>	9%	1	<i>Carrying a Weapon</i>	8%
4	<i>Support Obligations</i>	8%	1	<i>SOFA</i>	8%
3	<i>Visa Requirements</i>	6%	1	<i>MEJA 2000 &amp; Local Laws &amp; Discipline</i>	8%
3	<i>Liability for the Commander</i>	6%	1	<i>Medical Liability</i>	8%
2	<i>Medical Liability</i>	4%	1	<i>International Law</i>	8%
2	<i>Emergency Essential</i>	4%	1	<i>Command/Discipline of Contractors</i>	8%
2	<i>International Law</i>	4%			
1	<i>JAG Liability</i>	2%			
1	<i>Funding</i>	2%			

Table 22 is a side-by-side comparison of the Policy Expert's and the Program Office's most frequently identified legal implications.

**Table 22. IQ #4 - Highest Frequency Comparison**

<u>Legal Implications - 4</u>			
<u>Overall Policy Experts</u>	<u>%</u>	<u>Program Offices</u>	<u>%</u>
24 - Geneva Convention/Contractor Status/LOAC	45%	7 - Contract Itself	54%
17 - MEJA 2000 & Local Laws & Discipline	32%	5 - Liability - Death/Injury/Equipment	38%
15 - Liability - Death/Injury/Equipment	28%	4 - Emergency Essential	31%
14 - Carrying a Weapon	26%	3 - Pay Differentials/Tax Status	23%
10 - Contract Itself	19%	3 - N/A	23%
		3 - Support Obligations	23%
		2 - Geneva Convention/Contractor Status/LOAC	15%
		2 - Force Protection	15%

***Overall Analysis and Patterns that Emerged.*** Three of the eight codings are similar for both the Policy Experts and the Program offices. These include:

- Contract Itself
- Liability – Death/Injury/Equipment
- Geneva Convention/Contractor Status/LOAC

The pay differentials and support obligations are subjects that the Program Offices addressed, while the Policy Experts didn't have them at such a high priority. On the other hand, the Policy Experts had carrying a weapon and MEJA 2000 as higher frequency codings than did the Program Offices.

Combining the total frequency counts from both the Policy Experts and Program Offices, the top three codings for the legal implications are rank ordered below according to frequency count:

- 1. Geneva Conventions/Contractor Status/LOAC (26)
- 2. Liability (20)
- 3. Contract Itself (17) and MEJA 2000/Local Laws/Discipline (17)

**IQ 5.      *How have we addressed these legal implications in the past?***

***Results – DoD Policy Experts.***

The four DoD Policy Experts provided an array of answers for this question, and the results are captured in Table 23.

**Table 23. DoD Policy Experts – IQ #5**

IQ 5. <u>Times Reported</u>	<b>DoD Personnel</b>	<u>Handling of Legal Implications</u>	<u>%</u>
2		Haphazard - Not a Good Job	50%
2		Need of a FAR/DFARS Clause	50%
2		N/A	50%
1		Government Liability Not Solidified	25%
1		Need a Laundry List/More & Better Guidance	25%
1		Can't Cover Everything	25%

***Analysis and Patterns that Emerged.*** The DoD Policy Experts selected *Haphazard and the Need for a FAR/DFARS Clause* more frequently than any other coding with respect to handling the legal implications. SME #4 stated that basic policy should be written in a FAR and/or DFARS clause to address these legal implications. However, he noted, “You can’t cover all the situations.” Although you may not be able to cover all things, it appears that the lack of guidance or contract language is causing problems. SME #2 stated, “To date, it has been very Haphazard how those things are addressed.” This subject matter expert did reference a new DFARS clause that should be released in FY04, addressing some of these implications. However, the need for some type of joint, overarching, thorough guidance and specific contract language is the theme that continues to emerge.

#### ***Results – Contractor Policy Experts.***

The eight Contractor Policy Experts provided an array of answers for this question, and the results are presented in Table 24.

**Table 24. Contractor Policy Experts – IQ #5**

IQ 5.			Contractor Personnel
<u>Times Reported</u>	<u>Handling of Legal Implications</u>	<u>%</u>	
4	<i>Haphazard - Not a Good Job</i>		
2	<i>N/A</i>	25%	
2	<i>Good Job</i>	25%	
1	<i>Government Liability Not Solidified</i>	13%	
1	<i>Tighten Up the Laws</i>	13%	
1	<i>SOFA</i>	13%	
1	<i>Mission Essential Personnel</i>	13%	
0	<i>Need a Laundry List/More &amp; Better Guidance</i>	0%	
0	<i>Need of a FAR/DFARS Clause</i>	0%	
0	<i>Can't Cover Everything</i>	0%	

*Analysis and Patterns that Emerged.* *Haphazard and Good Job* were the most frequent responses from the Contractor Policy Experts with regards to the handling of legal implications. Several Contractor Policy Experts commented on the poor handling and confusion that remains with respect to the handling of these legal implications. SME #7 stated, “We have not done a good job addressing these legal implications in the contracts,” while SME #9 stated that sometimes the government has “remained silent.” SME #5 stated, “I think the general spirit of the laws are there now,” while SME #12 stated that “. . . it is an area that still remains very grey.” One individual stated that there was a lot of information and guidance already out there available for people to study and use within the construction and execution of their contracts. SME #10 stated that these legal implications are addressed in a myriad of places such as a “. . . FAR Clause, US Code, Public Law, or part of a regulation.” Bottom-line, the Contractors expressed confusion with regards to the handling of the legal implications, which can only negatively impact their performance, costs associated with risk assessment, and responsiveness on the battlefield.

#### ***Results – Army Policy Experts.***

The ten Army Policy Experts provided an array of answers for this question, and the results are presented in Table 25.

**Table 25. Army Policy Experts – IQ #5**

IQ 5.	Army Personnel	%
Times Reported	Handling of Legal Implications	%
4	N/A	40%
3	Haphazard - Not a Good Job	30%
3	Good Job	30%
2	Have A Clause	20%
1	Need of a FAR/DFARS Clause or H	10%
1	Tighten Up the Laws	10%
1	Addressed in Contract/SOW	10%
1	KOs/ACOs in the field	10%
1	MEJA 2000	10%
0	Government Liability Not Solidified	0%
0	Need a Laundry List/More & Better Guidance	0%
0	Can't Cover Everything	0%
0	SOFA	0%
0	Mission Essential Personnel	0%

***Analysis and Patterns that Emerged.*** *Good Job* and *Haphazard* were the most frequent responses from the Army Policy Experts with regards to handling the legal implications. This is quite a difference of opinion in how Army Policy Experts express the Army's handling of these legal implications. SME #13 characterized the Army's handling of these legal implications as "a work in progress," SME #16 stated, "We don't get into that," while SME #14 clearly stated that the Army is addressing these legal implications thoroughly through the contract. He stated,

"We address those via clauses in the contract. DODI 3020.37 lays the groundwork for it, and 5000.2R which is the Acquisition Deskbook also lays groundwork for clauses and then I know that there are some AFARS out there that should be printed pretty soon that lays some groundwork." (SME #14, DoD Interview, 2004).

***Results – Air Force Policy Experts.***

The thirty-one Air Force Policy Experts provided an array of answers for this question, and the results are presented in Table 26.

**Table 26. Air Force Policy Experts – IQ #5**

<i>IQ 5.</i>	<b>Air Force Personnel</b>	
<b>Times Reported</b>	<b>Handling of Legal Implications</b>	<b>%</b>
22	<i>N/A - Not Sure</i>	71%
5	<i>Good Job</i>	16%
5	<i>Addressed in Contract/SOW</i>	16%
3	<i>Have A Clause</i>	10%
3	<i>DODI</i>	10%
2	<i>Haphazard - Not a Good Job</i>	6%
1	<i>Need a Laundry List/More &amp; Better Guidance</i>	3%
1	<i>Need of a FAR/DFARS Clause or H</i>	3%
1	<i>SOFA</i>	3%
1	<i>Mission Essential Personnel</i>	3%
0	<i>Government Liability Not Solidified</i>	0%
0	<i>Can't Cover Everything</i>	0%
0	<i>Tighten Up the Laws</i>	0%
0	<i>Kos/ACOs in the field</i>	0%
0	<i>MEJA 2000</i>	0%

***Analysis and Patterns that Emerged.*** *N/A, Good Job, and Addressed in Contract/SOW* were the most frequent responses from the Air Force Policy Experts with regards to the handling of legal implications. However, the connotation that there has been a positive handling of the legal implications by the Air Force is false. The majority of responses from the Air Force Policy Experts were, in fact, *N/A*.

A lot of Air Force Policy Experts simply did not know how the Air Force was, or is, handling the legal implications of having contractors on the battlefield, as represented by the *N/A* codings. SME #30 and SME #38 stated, “I don’t know,” SME #48 stated, “I am not sure,” and SME #46 stated, “Nothing is coming to mind. . .” SME #35 stated, “I think that where we are at today is significantly better . . . than six months ago when we virtually had no policy to cover it.” Other Air Force Policy Experts stated that more

work has to be done to address these legal implications, and make the entire acquisition process, including the administration side, smoother. SME #25 stated,

“I think at the top-level, a lot of time went into coming up with policy and writing directives and regulations that appear to cover the situation. What it consistently fails to address is implementation plans and the full scale logistical effort that it takes to do some of these things that are required.” (SME #25, DoD Interview, 2004).

### ***Results – Air Force Program Offices.***

Thirteen Air Force Program Offices that use contractors on the battlefield were interviewed and provided an array of answers for this question. The results are presented in Table 27.

**Table 27. Air Force Program Offices – IQ #5**

<u>Times Reported</u>	<u>Handling of Legal Implications</u>	<u>%</u>
10	N/A - Not Sure	77%
2	Good Job	15%
1	Haphazard - Not a Good Job	8%
1	Can't Cover Everything	8%
1	Tighten Up the Laws	8%
0	Government Liability Not Solidified	0%
0	Need a Laundry List/More & Better Guidance	0%
0	Need of a FAR/DFARS Clause or H	0%
0	SOFA	0%
0	Mission Essential Personnel	0%
0	Have A Clause	0%
0	<i>Addressed in Contract/SOW</i>	0%
0	Kos/ACOs in the field	0%
0	MEJA 2000	0%
0	DODI	0%

***Analysis and Patterns that Emerged.*** The three highest coded categories amongst the program offices were *N/A – Not Sure, Good Job, and Haphazard*. The pattern of not being sure how the legal obligations were handled or how they are currently being addressed, continues through the program offices. However, one

program office that was just beginning their acquisition for contractor support on the battlefield had an excellent idea. PO #13 is holding working group meetings and a continuing dialogue with the legal community in order to make sure that these legal implications are fully addressed as their weapon system becomes operational.

***Results – Policy Experts vs Program Offices.***

Table 28 is a side-by-side comparison of the descending accumulated frequency counts of the Policy Experts versus the Program Offices in regards to IQ #5, the government's handling of legal implications of having contractors on the battlefield.

**Table 28. IQ #5 - Policy Experts vs Program Offices**

Total for All Policy Experts			Total for All Program Offices		
E	<u>Handling of Legal Implications</u>	%	E	<u>Handling of Legal Implications</u>	%
30	<i>N/A - Not Sure</i>	57%	10	<i>N/A - Not Sure</i>	77%
11	<i>Haphazard - Not a Good Job</i>	21%	2	<i>Good Job</i>	15%
10	<i>Good Job</i>	19%	1	<i>Haphazard - Not a Good Job</i>	8%
6	<i>Addressed in Contract/SOW</i>	11%	1	<i>Can't Cover Everything</i>	8%
5	<i>Have A Clause</i>	9%	1	<i>Tighten Up the Laws</i>	8%
4	<i>Need of a FAR/DFARS Clause or H</i>	8%			
3	<i>DODI</i>	6%			
2	<i>Government Liability Not Solidified</i>	4%			
	<i>Need a Laundry List/More &amp; Better Guidance</i>	4%			
2	<i>Tighten Up the Laws</i>	4%			
2	<i>SOFA</i>	4%			
2	<i>Mission Essential Personnel</i>	4%			
1	<i>Can't Cover Everything</i>	2%			
1	<i>Kos/ACOs in the field</i>	2%			
1	<i>MEJA 2000</i>	2%			

Table 29 is a side-by-side comparison of the Policy Expert's and the Program Office's most frequently identified codings for the handling of legal implications.

**Table 29. IQ #5 - Highest Frequency Comparison**

<b>Handling of Legal Implications - 5</b>			
<b>Overall Policy Experts</b>	<b>%</b>	<b>Program Offices</b>	<b>%</b>
30 - N/A - Not Sure	57%	10 - N/A - Not Sure	77%
11 - Haphazard - Not a Good Job	21%	2 - Good Job	15%
10 - Good Job	19%	1 - Haphazard - Not a Good Job	8%
6 - Addressed in Contract/SOW	11%	1 - Can't Cover Everything	8%
5 - Have A Clause	9%	1 - Tighten Up the Laws	8%

***Analysis and Patterns that Emerged.*** Three of the five codings are similar for both the Policy Experts and the Program offices. Combining the total frequency counts from both the Policy Experts and Program Offices, the top three codings for the government's handling of legal implications are rank ordered below according to frequency count:

- 1. N/A – Not Sure (40)
- 2. Haphazard – Not a Good Job (12)
- 3. Good Job (12)

**IQ 6.**      *What other recommendations do you have to address these implications?*

***Results – DoD Policy Experts.***

The four DoD Policy Experts provided an array of answers for this question, and the results are presented in Table 30.

**Table 30. DoD Policy Experts – IQ #6**

IQ 6.	DoD Personnel	
Times Reported	Other Recommendations	%
3	Need for Joint Doctrine/DFARS Clause/Handbooks/Consistency	75%
2	Contractor Support is Critical/Clarify this support	50%
1	Centralized Contracting POC in Theater	25%
1	CCOs in Theater Help	25%
1	Expediting Contracting and Quality	25%
1	Clarify Force Protection Policy	25%
1	Accountability of COB	25%
1	Standardized Contracting Language	25%
1	Clarify Government Liabilities	25%

***Analysis and Patterns that Emerged.*** The DoD Policy Experts selected *Need for Joint Doctrine/DFARS Clause/Handbooks/Consistency and Contractor Support is Critical/Clarify this Support* more frequently than any other codings with respect to additional recommendations for handling the legal implications and support obligations.

Several of the DoD Policy Experts pointed to the lack of solid DoD guidance for causing problems in the area of acquiring, managing, and supporting contractors on the battlefield. SME #1 stated, “I think the biggest problem that we have is that we don’t have any joint doctrine that talks to contracting and contractors on the battlefield.” He goes on to say that the J4 does not place any emphasis on the contracting function. Other pointed to the disjointed policy in this area of acquisition. SME #3 stated, “There is a lot of disparate policy out there, the Air Force has a different policy than the Army, than the Navy.” Standardization is definitely lacking within the DoD regarding battlefield support acquisition. However, SME #2 stated that there is currently a DFARS clause and a DoD Directive being worked on. He stated that there needs to be standardized contract language “. . . so that contractors don’t see twenty different sets of languages addressing

this, so that there is a clear understanding in one place, so everyone can gain the clear understanding.”

### ***Results – Contractor Policy Experts.***

The eight Contractor Policy Experts provided an array of answers for this question, and the results are presented in Table 31.

**Table 31. Contractor Policy Experts – IQ #6**

IQ 6.	Contractor Personnel	
Times Reported	Other Recommendations	%
3	Need for Joint Doctrine/DFARS Clause/Handbooks/Consistency	38%
2	Requirements Definition	25%
1	Expediting Contracting and Quality	13%
1	Contractor Support is Critical/Clarify this support	13%
1	Expedite Mission Essential Designation	13%
1	Better Govt Oversight	13%
1	Work on Local Procurement in Theater - Save on Freight/Duty	13%
1	N/A	13%
0	Centralized Contracting POC in Theater	0%
0	CCOs in Theater Help	0%
0	Clarify Force Protection Policy	0%
0	Accountability of COB	0%
0	Standardized Contracting Language	0%
0	Clarify Government Liabilities	0%

***Analysis and Patterns that Emerged.*** *Need for Joint Doctrine/DFARS Clause/Handbooks/Consistency and Requirements Definition* were the most frequent responses from the Contractor Policy Experts with regards to additional recommendations for handling the legal implications and support obligations. The theme of disjointed policy is present from the Contractor Policy Expert’s point of views as well. SME #7 stated that there is a lot of guidance out there to cover these areas, however, he stated, “[t]here is no standard DoD-wide or FAR clause on contractors accompanying the force.” SME #9’s recommendation was “consistency across the DoD” while SME #8

stated, “For us to adjust to different services with different requirements, I think that the foremost thing would be to get consistency.” Standardization appears to be lacking within each service and across the various services.

***Results – Army Policy Experts.***

The ten Army Policy Experts provided an array of answers for this question, and the results are captured in Table 32.

**Table 32. Army Policy Experts – IQ #6**

IQ 6.	Army Personnel	
Times Reported	Other Recommendations	%
4	Requirements Definition	40%
4	Good Contract and Associated Clauses for COB	40%
3	Contractor Support is Critical/Clarify this support	30%
2	Need for Joint Doctrine/DFARS Clause/Handbooks/Consistency	20%
2	Clarify Force Protection Policy	20%
2	N/A	20%
2	Acq Planning & CLS Considerations	20%
1	Accountability of COB	10%
1	Train the Combatant Commander in Acquisition	10%
1	Awareness - What you are signing up for...& Environ..	10%
1	Education and Training	10%
0	Centralized Contracting POC in Theater	0%
0	CCOs in Theater Help	0%
0	Expediting Contracting and Quality	0%
0	Standardized Contracting Language	0%
0	Clarify Government Liabilities	0%
0	Expedite Mission Essential Designation	0%
0	Better Govt Oversight	0%
0	Work on Local Procurement in Theater - Save on Freight/Duty	0%

***Analysis and Patterns that Emerged. Requirements Definition and Good Contract and Associated Clauses for COB*** were the most frequent responses from the Army Policy Experts with regards to the handling of legal implications and support obligations. It appears that a clearly written, thorough contract that is understood by all

parties is what is important from the Army Policy Experts points of view. The Army Policy Experts stipulated that the various stakeholders to the contract had a problem understanding the contract, and this is a problem. SME #18 addressed the Contracting Officer's contractual knowledge and stated, "It really comes back to the contract . . . We need to educate COs to put good language in their contracts." SME #21 addressed the warfighter's contractual knowledge and stated that the requiring activity and the people in the field ". . . are not familiar with contracting, not familiar with requirements generation, legalities, nor the command and control of contractors." SME #15 addressed the contractor's contractual knowledge and said that they must understand "what they are signing up for." Bottom-line, the requirements must be clearly addressed, defined, and clarified. SME #14 stated that the requirements and clauses must be clearly defined in the contract and understood by all parties to the contract. He identified the CO is critical link in making this happen and stated,

"I understand a lot of them are really really busy and you cannot always do complete 100% research on clauses and so forth before they get into the contract, but it is very important that we get all the COs on the same sheet of music, especially those that are handling those type contractors that we end up deploying because there are many clauses." (SME #14, Contractor Interview, 2004).

#### ***Results – Air Force Policy Experts.***

The thirty-one Air Force Policy Experts provided an array of answers for this question, and the results are captured in Table 33.

**Table 33. Air Force Policy Experts – IQ #6**

IQ 6.	Air Force Personnel	
Times Reported	Other Recommendations	%
11	Need for Joint Doctrine/DFARS Clause/Handbooks/Consistency	35%
10	Requirements Definition	32%
10	Communication is Critical/Communicating Expectations	32%
9	Plan Early	29%
8	Awareness - What you are signing up for...& Environ..	26%
7	Contractor Support is Critical/Clarify this support	23%
7	Good Contract and Associated Clauses for COB/SOW	23%
6	N/A	19%
6	Acq Planning & CLS Considerations	19%
5	Clarify Status of Contractor	16%
5	Clarify Legal Issues to All Parties	16%
3	Clarify Force Protection Policy	10%
3	Accountability of COB	10%
3	Standardized Contracting Language	10%
3	Clarify Government Liabilities	10%
3	Communicate with People in the Theater Where you Are Going	10%
2	Expedite Mission Essential Designation	6%
1	More Competition for the contracts	3%
1	Contractor Cost Improvement	3%
1	Private Sector Attorneys must be educated	3%
1	Contractor needs to take more responsibility	3%
1	Travel in and Out - Fed Travel Regulation	3%
1	Define Battlefield	3%
0	Centralized Contracting POC in Theater	0%
0	CCOs in Theater Help	0%
0	Expediting Contracting and Quality	0%
0	Better Govt Oversight	0%
0	Work on Local Procurement in Theater - Save on Freight/Duty	0%
0	Train the Combatant Commander in Acquisition	0%
0	Education and Training	0%

***Analysis and Patterns that Emerged.*** *Need for Joint Doctrine/DFARS Clause/Handbooks/Consistency, Requirements Definition, and Communication* were the most frequent responses from the Air Force Policy Experts with regards to additional recommendation for handling the legal implications and support obligations.

*Need for Joint Doctrine/DFARS Clause/Handbooks/Consistency* was the coding with the highest frequency for the Air Force Policy Expert case study group. Several

subject matter experts commented on the need for more, better, joint, and consistent guidance. SME #31, among others, stated that good, clear, joint doctrine is critical. He stated, “The guidance doesn’t have a lot of teeth that would enforce a certain level of standardization amongst all geographic unified commands.” SME #46 recommended a standard clause with fill-ins.

*Requirements Definition* continues to be a pattern in response to this investigative question. SME #26 stated that requirements definition and communication are critical for addressing the government’s support obligations and handling any of the legal implications. A clear understanding of this upfront “. . . allows them to get the right people to do the job for you” (Air Force Interview, 2004). SME #51 reiterated the need for early communication when he stated, “From an acquisition standpoint, ensure that communication between the contractor, acquiring activity, and requiring activity are conducted early on.” There are several ways that this understanding can be facilitated “upfront” in the acquisition process. SME #52 suggested that a pre-proposal conference to clarify and address the legal implications and support obligations. Another recommendation for facilitating understanding amongst the stakeholders, was to be specific and thorough in detail. SME #48 recommendation was “Nothing outside of being very specific what you expect and what is going to be expected from you . . . instead of generalities.” Again, standardization and thorough guidance and policy appear to be the answer in facilitating fast, agile acquisition that clearly defines and addresses requirements, support obligations, and legal implications.

***Results – Air Force Program Offices.***

Thirteen Air Force Program Offices that use contractors on the battlefield were interviewed and provided an array of answers for this question. The results are presented in Table 34.

**Table 34. Air Force Program Offices – IQ #6**

<b><u>Times Reported</u></b>	<b><u>Programs That Use COB</u></b>	<b><u>%</u></b>
10	<i>Contractor Support is Critical/Clarify this support</i>	77%
10	<i>Communication is Critical/Communicating Expectations</i>	77%
8	<i>Requirements Definition</i>	62%
8	<i>Plan Early</i>	62%
5	<i>Good Contract and Associated Clauses for COB/SOW</i>	38%
5	<i>Awareness - What you are signing up for...&amp; Environ..</i>	38%
5	<i>Education and Training</i>	38%
4	<i>Need for Joint Doctrine/DFARS Clause/Handbooks/Consistency</i>	31%
4	<i>Clarify Status of Contractor</i>	31%
4	<i>Clarify Legal Issues to All Parties</i>	31%
4	<i>Integration of Contractor into Total Force</i>	31%
3	<i>Expediting Contracting and Quality</i>	23%
3	<i>Clarify Force Protection Policy</i>	23%
3	<i>Acq Planning &amp; CLS Considerations</i>	23%
3	<i>Contractor needs to take more responsibility</i>	23%
2	<i>Standardized Contracting Language</i>	15%
2	<i>Clarify Government Liabilities</i>	15%
2	<i>Expedite Mission Essential Designation</i>	15%
2	<i>Better Govt Oversight</i>	15%
2	<i>Travel in and Out - Fed Travel Regulation</i>	15%
1	<i>Accountability of COB</i>	8%
1	<i>N/A</i>	8%
1	<i>More Competition for the contracts</i>	8%
0	<i>Centralized Contracting POC in Theater</i>	0%
0	<i>CCOs in Theater Help</i>	0%
0	<i>Work on Local Procurement in Theater - Save on Freight/Duty</i>	0%
0	<i>Train the Combatant Commander in Acquisition</i>	0%
0	<i>Communicate with People in the Theater Where you Are Going</i>	0%
0	<i>Contractor Cost Improvement</i>	0%
0	<i>Private Sector Attorneys must be educated</i>	0%
0	<i>Define Battlefield</i>	0%

***Analysis and Patterns that Emerged.*** The three highest coded categories among the program offices were *Contractor Support is Critical/Clarify this support*, *Communication is Critical/Communicating Expectations, and Requirements Definition*. The theme and/or pattern of clarifying requirements and good upfront communication are present within the Program Offices as well. PO #10 recommended “addressing these issues up front,” while PO #8 recommended that “. . . everything is spelled out . . . and incorporated into the contract.” The contract is critical to addressing support obligations, legal implications, and addressing each party’s expectations. Although these battlefield contracts tend to be done expeditiously, PO #3 recommended communication of the requirements to the contractor upfront and “that it is spelled out in the contract.” Thoroughness and clear communication of expectations is critical in the execution and management of these battlefield contracts for all of the stakeholders.

***Results – Policy Experts vs Program Offices.***

Table 35 is a side-by-side comparison of the descending accumulated frequency counts of the Policy Experts versus the Program Offices in regards to IQ #6, additional recommendation for handling support obligations and addressing any legal implications with regards to battlefield contracts.

**Table 35. IQ #6 - Policy Experts vs Program Offices**

Total for All Policy Experts			Total for All Program Offices		
F	<u>Other Recommendations</u>	%	F	<u>Other Recommendations</u>	%
19	<i>Need for Joint Doctrine</i>	36%	10	<i>Contractor Support is Critical/Clarify this support</i>	77%
16	<i>Requirements Definition</i>	30%	10	<i>Communication is Critical/Communicating Expectations</i>	77%
13	<i>Contractor Support is Critical/Clarify this support</i>	25%	8	<i>Requirements Definition</i>	62%
11	<i>Good Contract and Associated Clauses for COB/SOW</i>	21%	8	<i>Plan Early</i>	62%
10	<i>Communication is Critical/Communicating Expectations</i>	19%	5	<i>Good Contract and Associated Clauses for COB/SOW</i>	38%
9	<i>N/A</i>	17%	5	<i>Awareness - What you are signing up for...&amp; Environ..</i>	38%
9	<i>Awareness - What you are signing up for...&amp; Environ..</i>	17%	5	<i>Education and Training</i>	38%
9	<i>Plan Early</i>	17%	4	<i>Need for Joint Doctrine</i>	31%
8	<i>Acq Planning &amp; CLS Considerations</i>	15%	4	<i>Clarify Status of Contractor</i>	31%
6	<i>Clarify Force Protection Policy</i>	11%	4	<i>Clarify Legal Issues to All Parties</i>	31%
5	<i>Accountability of COB</i>	9%	4	<i>Integration of Contractor into Total Force</i>	31%
5	<i>Clarify Status of Contractor</i>	9%	3	<i>Expediting Contracting and Quality</i>	23%
5	<i>Clarify Legal Issues to All Parties</i>	9%	3	<i>Clarify Force Protection Policy</i>	23%
4	<i>Standardized Contracting Language</i>	8%	3	<i>Acq Planning &amp; CLS Considerations</i>	23%
4	<i>Clarify Government Liabilities</i>	8%	3	<i>Contractor needs to take more responsibility</i>	23%
3	<i>Expedite Mission Essential Designation</i>	6%	2	<i>Standardized Contracting Language</i>	15%
3	<i>Communicate with People in the Theater</i>	6%	2	<i>Clarify Government Liabilities</i>	15%
2	<i>Expediting Contracting and Quality</i>	4%	2	<i>Expedite Mission Essential Designation</i>	15%
1	<i>Centralized Contracting POC in Theater</i>	2%	2	<i>Better Govt Oversight</i>	15%
1	<i>CCOs in Theater Help</i>	2%	2	<i>Travel in and Out - Fed Travel Regulation</i>	15%
1	<i>Better Govt Oversight</i>	2%	1	<i>Accountability of COB</i>	8%
1	<i>Work on Local Procurement in Theater</i>	2%	1	<i>N/A</i>	8%
1	<i>Train the Combatant Commander in Acquisition</i>	2%	1	<i>More Competition for the contracts</i>	8%
1	<i>Education and Training</i>	2%			
1	<i>More Competition for the contracts</i>	2%			
1	<i>Contractor Cost Improvement</i>	2%			
1	<i>Private Sector Attorneys must be educated</i>	2%			
1	<i>Contractor needs to take more responsibility</i>	2%			
1	<i>Travel in and Out - Fed Travel Regulation</i>	2%			
1	<i>Define Battlefield</i>	2%			

Table 36 is a side-by-side comparison of the Policy Expert's and the Program Office's most frequently identified codings for the handling of legal implications.

**Table 36. IQ #6 - Highest Frequency Comparison**

<b>Other Recommendations - 6</b>			
<b>Overall Policy Experts</b>	<b>%</b>	<b>Program Offices</b>	<b>%</b>
19 - Need for Joint Doctrine/DFARS Clause/Handbooks/Consistency	36%	10 - Contractor Support is Critical/Clarify this support	77%
16 - Requirements Definition	30%	10 - Communication is Critical/Communicating Expectations	77%
13 - Contractor Support is Critical/Clarify this support	25%	8 - Requirements Definition	62%
11 - Good Contract and Associated Clauses for COB/SOW	21%	8 - Plan Early	62%
10 - Communication is Critical/Communicating Expectations	19%	5 - Good Contract and Associated Clauses for COB/SOW	38%
		5 - Awareness - What you are signing up for...& Environ..	38%
		5 - Education and Training	38%

***Analysis and Patterns that Emerged.*** Five of the codings are similar for both the Policy Experts and the Program offices. Combining the total frequency counts from both the Policy Experts and Program Offices, the top five codings for additional recommendations for handling the support obligations and addressing the legal implications are rank ordered below according to frequency count:

- 1. Requirements Definition (24)
- 2. Need for Joint Doctrine/DFARS Clause/Handbooks/Consistency (23)
- 3. Contractor Support is Critical/Clarify this support (23)
- 4. Communication is Critical/Communicating Expectations (20)
- 5. Good Contract and Associated Clauses for COB/SOW (15)

**IQ 7-1.** *From a contractual standpoint, please explain how the following are utilized in a battlefield contract: standard FAR clauses?*

#### ***Results – DoD Policy Experts.***

The four DoD Policy Experts provided an array of answers for this question, and the results are presented in Table 37.

**Table 37. DoD Policy Experts – IQ #7-1**

IQ 7-1.	DoD Personnel	
<u>Times Reported</u>	<u>Standard FAR Clauses</u>	<u>%</u>
2	N/A	50%
1	Defense Base Act/Worker's Comp	25%
1	War Hazards Compensation	25%
1	New Army FAR Supp Clause	25%

***Analysis and Patterns that Emerged.*** The DoD Policy Experts mentioned the Defense Base Act Clause, War Hazards Compensation Clause, as well as a new Army FAR clause. However, the majority of the DoD Policy Experts were not aware of, or could not recall at that exact moment, any specific battlefield clauses.

***Results – Contractor Policy Experts.***

The eight Contractor Policy Experts provided an array of answers for this question, and the results are captured in Table 38.

**Table 38. Contractor Policy Experts – IQ #7-1**

IQ 7-1.	Contractor Personnel	
<u>Times Reported</u>	<u>Standard FAR Clauses</u>	<u>%</u>
8	N/A	100%
0	Defense Base Act/Worker's Comp	0%
0	War Hazards Compensation	0%
0	New Army FAR Supp Clause	0%

***Analysis and Patterns that Emerged.*** The Contractor Personnel were not aware of, or could not recall at that exact moment, any specific battlefield FAR Clauses that needed to be captured in these contracts.

### ***Results – Army Policy Experts.***

The ten Army Policy Experts provided an array of answers for this question, and the results are presented in Table 39.

**Table 39. Army Policy Experts – IQ #7-1**

<i>IQ 7-1.</i>	<b>Army Personnel</b>	
<b>Times Reported</b>	<b>Standard FAR Clauses</b>	<b>%</b>
7	N/A	70%
3	<i>There are many...</i>	30%
1	<i>New Army FAR Supp Clause</i>	10%
1	<i>Draft DFARS</i>	10%
0	<i>Defense Base Act/Worker's Comp</i>	0%
0	<i>War Hazards Compensation</i>	0%

***Analysis and Patterns that Emerged.*** The Army Policy Experts did not know “specifics” on FAR clauses to be added to these battlefield contracts. However, several individuals mentioned that there were several clauses that needed to be included in these battlefield contracts. A new Army FAR clause was mentioned as well as the Draft DFARS clause.

### ***Results – Air Force Policy Experts.***

The thirty-one Air Force Policy Experts provided an array of answers for this question, and the results are presented Table 40.

**Table 40. Air Force Policy Experts – IQ #7-1**

IQ 7-1.	Air Force Personnel	
<u>Times Reported</u>	<u>Standard FAR Clauses</u>	<u>%</u>
21	N/A	68%
7	Defense Base Act/Worker's Comp	23%
5	War Hazards Compensation (Insurance 52.228-4)	16%
2	Draft DFARS	6%
1	<i>There are many...</i>	3%
1	AFFARS - Pt 28	3%
0	New Army FAR Supp Clause	0%

***Analysis and Patterns that Emerged.*** The majority of Air Force Policy Experts did not know the exact FAR clauses that should be captured in these battlefield contracts, but some knew that there were specific clauses for this type of acquisition. SME #53 stated, “There is a whole gaggle of clauses we use,” while SME #35 stated, “I don’t know them off the top of my head.” Furthermore, the Defense Base Act and War Hazards Compensation clause were specifically mentioned several times. SME #46 stated, “They should have the Defense Base Act clause in there. Any contract being performed overseas whether it is in support of combat operations or not, it should be in there.” SME #44 knew some specific battlefield clauses and stated,

The Defense Base Act requires contractors to provide workers compensation insurance for its overseas workers, and there are two clauses . . . FAR 52.228-3 Worker’s Compensation and the other one 52.228-4 Worker’s Comp and War Hazard Insurance Overseas. I know those two clauses have to go in. I cannot recollect that there are other clauses but that does not mean there are none. (SME #44, Air Force Interview, 2004).

One subject matter expert mentioned a general instruction regarding contractor on the battlefield. SME #42 referenced AFFARS 28 “. . . that addresses the requirements of

DODI 1320.37 which is the critical mission support requirements that may be contracted out.”

***Results – Air Force Program Offices.***

Thirteen Air Force Program Offices that use contractors on the battlefield were interviewed and provided an array of answers for this question. The results are captured in Table 41.

**Table 41. Air Force Program Offices – IQ #7-1**

<u>Times Reported</u>	<u>Standard FAR Clauses</u>	<u>%</u>
9	N/A	69%
4	<i>There are many...</i>	31%
2	<i>War Hazards Compensation (Insurance 52.228-4)</i>	15%
1	<i>Defense Base Act/Worker's Comp</i>	8%
1	<i>Capture and Detention</i>	8%
1	<i>Anti-Terrorism Force Protection Policy 252-225.7043</i>	8%
0	<i>New Army FAR Supp Clause</i>	0%
0	<i>Draft DFARS</i>	0%
0	<i>AFFARS - Pt 28</i>	0%

***Analysis and Patterns that Emerged.*** The three highest coded categories among the Program Offices were *N/A*, *There Are Many*, and the *War Hazards Compensation clause*. PO #4 stated, “I would have to look it up,” PO #10 stated, “I don’t know,” while others referenced guidance from the General Counsel’s office. PO #9 stated that they use “nothing unique.” SME #5 stated that the main clauses unique to battlefield contracts were War Hazards Compensation, Capture and Detention, and the Anti-terrorism Force Protection Policy (252-225.7043).

### ***Results – Policy Experts vs Program Offices.***

Table 42 is a side-by-side comparison of the descending accumulated frequency counts of the Policy Experts versus the Program Offices in regards to IQ #7-1, standard FAR clauses used for battlefield contracts.

**Table 42. IQ #7-1 - Policy Experts vs Program Offices**

Total for All Policy Experts			Total for All Program Offices		
E	<u>Handling of Legal Implications</u>	%	E	<u>Handling of Legal Implications</u>	%
28	N/A	53%	9	N/A	69%
14	<i>There are many...</i>	26%	4	<i>There are many...</i>	31%
8	<i>Defense Base Act/Worker's Comp</i> <i>War Hazards Compensation (Insurance</i>	15%	2	<i>52.228-4)</i>	15%
6	<i>52.228-4)</i>	11%	1	<i>Defense Base Act/Worker's Comp</i>	8%
3	<i>Draft DFARS</i>	6%	1	<i>Capture and Detention</i>	8%
2	<i>New Army FAR Supp Clause</i>	4%		<i>Anti-Terrorism Force Protection Policy 252-225.7043</i>	8%
1	<i>AFFARS - Pt 28</i>	2%	0	<i>New Army FAR Supp Clause</i>	0%
			0	<i>Draft DFARS</i>	0%
			0	<i>AFFARS - Pt 28</i>	0%

Table 43 is a side-by-side comparison of the Policy Expert's and the Program Office's most frequently identified codings for standard battlefield FAR clauses to be inserted into these contracts.

**Table 43. IQ #7-1 - Highest Frequency Comparison**

Standard FAR Clauses – 7-1			
<u>Overall Policy Experts</u>	<u>%</u>	<u>Program Offices</u>	<u>%</u>
28 - N/A	53%	9 - N/A	69%
14 - <i>There are many...</i>	26%	4 - <i>There are many...</i>	31%
8 - <i>Defense Base Act/Worker's Comp</i>	15%	2 - <i>War Hazards Compensation (Insurance</i>	15%
6 - <i>War Hazards Compensation (Insurance</i>	11%	<i>52.228-4)</i>	
3 - <i>Draft DFARS</i>	6%	1 - <i>Defense Base Act/Worker's Comp</i>	8%
		1 - <i>Capture and Detention</i>	8%
		1 - <i>Anti-Terrorism Force Protection Policy 252-225.7043</i>	8%

***Analysis and Patterns that Emerged.*** Four of codings are similar for both the Policy Experts and the Program offices. Combining the total frequency counts from both the Policy Experts and Program Offices, the top four codings for standard battlefield contract FAR clauses are rank ordered below according to frequency count:

- 1. N/A (37)
- 2. There are many (18)
- 3. Defense Base Act (9)
- 4. War Hazards Compensation (8)

The Program Offices highlighted two other clauses that were not even mentioned by the Policy Experts. These clauses included Capture and Detention and the Anti-Terrorism clause. It is also notable that the Policy Experts were aware of the Draft DFARS clause, while the Program Offices had no idea that this was being worked.

**IQ 7-2.** *From a contractual standpoint, please explain how the following are utilized in a battlefield contract: Statement of Work.  
(In other words, how would you characterize these battlefield SOWs?)*

***Results – DoD Policy Experts.***

The four DoD Policy Experts provided an array of answers for this question, and the results are presented in Table 44.

**Table 44. DoD Policy Experts – IQ #7-2**

<i>IQ 7-2.</i>	<b>DoD Personnel</b>	
<u>Times Reported</u>	<u>Characterization of COB SOWs</u>	<u>%</u>
2	General/Flexible	50%
2	N/A	50%
1	Rigid - Very Detailed/Specific	25%

***Analysis and Patterns that Emerged.*** Half of the DoD Policy Experts stated that the SOWs were *General/Flexible*. SME #1 stated that these battlefield SOWs “. . . tend to be very general,” which, in his mind, could cause a problem as the contract is being performed.

***Results – Contractor Policy Experts.***

The eight Contractor Policy Experts provided an array of answers for this question, and the results are captured in Table 45.

**Table 45. Contractor Policy Experts – IQ #7-2**

IQ 7-2.	Contractor Personnel		
<u>Times Reported</u>	<u>Characterization of COB SOWs</u>	<u>%</u>	
7	<i>General/Flexible</i>	88%	
2	<i>Rigid - Very Detailed/Specific</i>	25%	
1	<i>N/A</i>	13%	

***Analysis and Patterns that Emerged.*** The majority of Contractor Personnel characterized the SOWs as being *General/Flexible*. SME #6 stated, “They are general . . . there is not a whole lot of detail in them.” The nature of a general SOW lends itself to being flexible and being able to adapt to the dynamic battlefield environment. SME #8 stated, “They have to be flexible enough to adjust to what is really going to happen,” and SME #12 stated, “They are usually very general with a great deal of flexibility built into them because the situation is seldom clearly defined.”

***Results – Army Policy Experts.***

The ten Army Policy Experts provided an array of answers for this question, and the results are captured in Table 46.

**Table 46. Army Policy Experts – IQ #7-2**

<i>IQ 7-2.</i>	<b>Army Personnel</b>	
<b>Times Reported</b>	<b>Characterization of COB SOWs</b>	<b>%</b>
6	<i>General/Flexible</i>	60%
4	<i>It depends</i>	40%
2	<i>N/A</i>	20%
1	<i>Rigid - Very Detailed/Specific</i>	10%
1	<i>Performance Based</i>	10%

***Analysis and Patterns that Emerged.*** The majority of Army Policy Experts characterized the SOWs as *General/Flexible*. SME #14 stated that the SOO was the preferred method, allowing “. . . the contractor flexibility to accomplish the mission.” SME #21 stated that battlefield contractors provide support in a contingency environment, and “contingencies by their very nature need to be flexible.” Again, the theme is that a general SOW allows for much needed flexibility. SME #17 reiterated this point and stated that these SOWs are generic to “give you the flexibility to be able to modify it if you need to meet new emerging demands or situations.” The battlefield is ever changing, and it appears that the contractual vehicle is continuously being updated and modified in such circumstances.

***Results – Air Force Policy Experts.***

The thirty-one Air Force Policy Experts provided an array of answers for this question, and the results are presented in Table 47.

**Table 47. Air Force Policy Experts – IQ #7-2**

<i>IQ 7-2.</i>	Air Force Personnel	
<u>Times Reported</u>	<u>Characterization of COB SOWs</u>	<u>%</u>
13	<i>General/Flexible</i>	42%
12	<i>Rigid - Very Detailed/Specific</i>	39%
10	<i>It depends</i>	32%
8	<i>N/A</i>	26%
2	<i>Performance Based</i>	6%

***Analysis and Patterns that Emerged.*** The majority of Air Force Policy Experts characterized these SOWs as *General/Flexible*. The theme is consistent across all case study groups. SME #39 stated that “because of the nature of the work . . . they [the SOWs] tend to be flexible.” However, there were several Air Force Policy Experts that purported that these battlefield SOWs should be very much like CONUS contracts, providing specific details of the work to be performed. SME #23 stated, “Make sure you don’t miss anything.” This is an interesting finding in itself. Although the majority thus far have stated that battlefield SOWs should be general and flexible, a number of Air Force Policy Experts stated that the requirements should be rigidly defined. Is there a balance that can be met between the two?

***Results – Air Force Program Offices.***

Thirteen Air Force Program Offices that use contractors on the battlefield were interviewed and provided an array of answers for this question. The results are captured in Table 48.

**Table 48. Air Force Program Offices – IQ #7-2**

<u>Times Reported</u>	<u>Characterization of COB SOWs</u>	<u>%</u>
11	<i>General/Flexible</i>	85%
5	<i>It depends</i>	38%
4	<i>Rigid - Very Detailed/Specific</i>	31%
2	<i>Performance Based</i>	15%
0	<i>N/A</i>	0%

***Analysis and Patterns that Emerged.*** The majority of the Air Force Program Offices stated that their battlefield SOWs are *General/Flexible*. SME #5 stated, “The more general and broad that you can keep some areas is definitely more benefit when you get into a contingency environment.” The pattern continues with the acquisition personnel that have current “hands-on” experience with these battlefield contracts. SME #11 stated that their SOW is general “. . . to give them the flexibility to do what they need to do” and SME #4 stated, “Ours is pretty general, and it provides flexibility to be able to go in and make changes as needed.”

***Results – Policy Experts vs Program Offices.***

Table 49 is a side-by-side comparison of the descending accumulated frequency counts of the Policy Experts versus the Program Offices in regards to IQ #7-2, the characterization of battlefield SOWs.

**Table 49. IQ #7-2 - Policy Experts vs Program Offices**

Total for All Policy Experts			Total for All Program Offices		
E	<u>Characterization of COB SOWS</u>	<u>%</u>	E	<u>Characterization of COB SOWS</u>	<u>%</u>
28	<i>General/Flexible</i>	53%	11	<i>General/Flexible</i>	85%
16	<i>Rigid - Very Detailed/Specific</i>	30%	5	<i>It depends</i>	38%
14	<i>N/A</i>	26%	4	<i>Rigid - Very Detailed/Specific</i>	31%
14	<i>It depends</i>	26%	2	<i>Performance Based</i>	15%
3	<i>Performance Based</i>	6%	0	<i>N/A</i>	0%

Table 50 is a side-by-side comparison of the Policy Expert's and the Program Office's most frequently identified codings for the characterization of these battlefield SOWs.

**Table 50. IQ #7-2 - Highest Frequency Comparison**

<b>Characterization of COB SOWS – 7-2</b>			
<b>Overall Policy Experts</b>	<b>%</b>	<b>Program Offices</b>	<b>%</b>
28 - General/Flexible	53%	11 - General/Flexible	85%
16 - Rigid - Very Detailed/Specific	30%	5 - It depends	38%
14 - N/A	26%	4 - Rigid - Very Detailed/Specific	31%
14 - It depends	26%	2 - Performance Based	15%
3 - Performance Based	6%		

***Analysis and Patterns that Emerged.*** Four of codings are similar for both the Policy Experts and the Program offices. The pattern that emerged was that these SOWs tend to be *General/Flexible*. Combining the total frequency counts from both the Policy Experts and Program Offices, the top four codings for the characterization of battlefield SOWs are rank ordered below according to frequency count:

- 1. General/Flexible (39)
- 2. Rigid – Very Detailed/Specific (20)
- 3. It Depends (19)
- 4. N/A (14)

**IQ 8.**      *What attachments to the contracts have been used to provide support and training to defense contractors on the battlefield?*

***Results – DoD Policy Experts.***

The four DoD Policy Experts provided an array of answers for this question, and the results are captured in Table 51.

**Table 51. DoD Policy Experts – IQ #8**

IQ #8.	DoD Personnel	
Times Reported	Attachments for Support/Training	%
2	SOW	50%
2	N/A	50%
1	Clauses	25%

***Analysis and Patterns that Emerged.*** Half of the DoD Policy Experts stated that the *SOW* was the appropriate place to capture the requirements for support and training. SME #1 stated, “It is typically in the SOW.”

***Results – Contractor Policy Experts.***

The eight Contractor Policy Experts provided an array of answers for this question, and the results are presented in Table 52.

**Table 52. Contractor Policy Experts – IQ #8**

IQ 8.	Contractor Personnel	
Times Reported	Attachments for Support/Training	%
4	SOW	50%
3	N/A	38%
1	Clauses	13%
1	Basic Contract/CL/INs	13%

***Analysis and Patterns that Emerged.*** The majority of Contractor Personnel stated that the *SOW* was the appropriate place within the contract to capture support and training requirements. For example, SME #10 stated, “They are put in the SOWs of each task order,” SME #11 stated, “It is usually spelled out specifically in the individual task order SOW,” and SME #8 stated that these requirements are in the SOW which “is part of the contract.”

### ***Results – Army Policy Experts.***

The ten Army Policy Experts provided an array of answers for this question, and the results are captured in Table 53.

**Table 53. Army Policy Experts – IQ #8**

<i>IQ 8.</i>	<b>Army Personnel</b>	
<b>Times Reported</b>	<b>Attachments for Support/Training</b>	<b>%</b>
5	SOW	50%
4	N/A	40%
3	Basic Contract/CLINs	30%
2	Habitual Relationship/CRC	20%
1	<i>It is a problem</i>	10%
0	Clauses	0%

***Analysis and Patterns that Emerged.*** The majority of Army Policy Experts characterized the *SOW* as the appropriate place to capture battlefield support and training requirements. However, from their responses that were riddled with uncertainty, the investigator determined that these requirements are not being captured in the *SOW* as they should be. SME #17 stated, “I *think* it is captured in the *SOW* for the most part,” and SME #21 stated, “of course it *can be* in the *SOW*.” Furthermore, SME #13 stated, “They *should* put this in the *SOW*,” and SME #19 said that *if* these requirements were put into the *SOWs*, “. . . it would solve so many problems.”

### ***Results – Air Force Policy Experts.***

The thirty-one Air Force Policy Experts provided an array of answers for this question, and the results are presented in Table 54.

**Table 54. Air Force Policy Experts – IQ #8**

IQ 8.	Air Force Personnel	
<u>Times Reported</u>	<u>Attachments for Support/Training</u>	<u>%</u>
21	N/A	68%
4	SOW	13%
4	Basic Contract/CLINs	13%
2	Clauses	6%
2	<i>It is a problem</i>	6%
2	Misc. Attachments/Handbooks/LOI	6%
2	Contractor Provides Their Own	6%
1	Habitual Relationship/CRC	3%

***Analysis and Patterns that Emerged.*** The majority of Air Force Policy Experts did not know exactly where to put these requirements with a response coding of *N/A*. *The SOW and in the Basic Contract/CLINs* were the next most frequent choices among this group. SME #29 and #47 simply stated, “Don’t know,” SME #30, #34, and 39 stated, “I am not sure,” and SME #38 retorted, “I wouldn’t know that.” SME #27 said that it should be captured somewhere in the contract, but did not add any specificity to his answer.

***Results – Air Force Program Offices.***

Thirteen Air Force Program Offices that use contractors on the battlefield were interviewed and provided an array of answers for this question. The results are presented in Table 55.

**Table 55. Air Force Program Offices – IQ #8**

<u>Times Reported</u>	<u>Attachments for Support/Training</u>	<u>%</u>
4	SOW	31%
4	MOA	31%
3	N/A	23%
2	Clauses	15%
2	Basic Contract/CLINs	15%
1	Misc. Attachments/Handbooks/LOI	8%
0	Habitual Relationship/CRC	0%
0	<i>It is a problem</i>	0%
0	Contractor Provides Their Own	0%

***Analysis and Patterns that Emerged.*** The majority of the Air Force Program Offices stated that these support and training requirements are either captured in their *SOWs or Memorandums of Agreements/Understanding* with other organizations. For example, PO #9 stated, “I know it’s captured in the workload agreement . . . which is an agreement between the sponsoring program office and the associated base.” PO #10 stated, “it is documented in our Support Agreement,” and PO #11 stated, “This goes back to the checklist that the Det and the contractor go through before they deploy these people.” It seems as if these program offices were “hands-off” when it came to support and training for their contractors that are deploying or have deployed to the battlefield.

***Results – Policy Experts vs Program Offices.***

Table 56 is a side-by-side comparison of the descending accumulated frequency counts of the Policy Experts versus the Program Offices in regards to IQ #8, the appropriate place to capture support and/or training requirements for the battlefield contractors.

**Table 56. IQ #8 - Policy Experts vs Program Offices**

Total for All Policy Experts			Total for All Program Offices		
E	<u>Attachments for Support/Training</u>	%	E	<u>Attachments for Support/Training</u>	%
30	N/A	57%	4	SOW	31%
15	SOW	28%	4	MOA	31%
8	Basic Contract/CLINs	15%	3	N/A	23%
4	Clauses	8%	2	Clauses	15%
3	Habitual Relationship/CRC	6%	2	Basic Contract/CLINs	15%
3	<i>It is a problem</i>	6%	1	Misc. Attachments/Handbooks/LOI	8%
2	Misc. Attachments/Handbooks/LOI	4%	0	Habitual Relationship/CRC	0%
2	Contractor Provides Their Own	4%	0	<i>It is a problem</i>	0%
			0	Contractor Provides Their Own	0%

Table 57 is a side-by-side comparison of the Policy Expert's and the Program Office's most frequently identified codings for the placement of support and/or training clarification and documentation.

**Table 57. IQ #8 - Highest Frequency Comparison**

Attachments for Support/Training – 8			
<u>Overall Policy Experts</u>	<u>%</u>	<u>Program Offices</u>	<u>%</u>
30 - N/A	57%	4 - SOW	31%
15 – SOW	28%	4 - MOA	31%
8 - Basic Contract/CLINs	15%	3 - N/A	23%
4 – Clauses	8%	2 - Clauses	15%
3 - Habitual Relationship/CRC	6%	2 - Basic Contract/CLINs	15%
3 - <i>It is a problem</i>	6%	1 - Misc. Attachments/Handbooks/LOI	8%

***Analysis and Patterns that Emerged.*** Most of the codings are similar for both the Policy Experts and the Program offices. The pattern that emerged was that a lot of people *did not actually know* where these requirements should be captured and the ones who thought they knew, believed that the *SOW* was the best location.

Four of codings are similar for both the Policy Experts and the Program offices. Combining the total frequency counts from both the Policy Experts and Program Offices,

the top four codings for the placement of support and/or training obligations are rank ordered below according to frequency count:

- 1. N/A (33)
- 2. SOW (19)
- 3. Basic Contract/CLINs (10)
- 4. Clauses (6)

**IQ 9-1.** *How have past contracts been structured to acquire the services of defense contractors on the battlefield?*

***Results – DoD Policy Experts.***

The four DoD Policy Experts provided an array of answers for this question, and the results are presented in Table 58.

**Table 58. DoD Policy Experts – IQ #9-1**

<i>IQ 9-1.</i>	DoD Personnel	
<u>Times Reported</u>	<u>Structure of Contracts</u>	<u>%</u>
3	<i>N/A</i>	75%
1	<i>BOA</i>	25%
1	<i>Fixed Price</i>	25%
1	<i>Cost Reimbursable</i>	25%

***Analysis and Patterns that Emerged.*** The majority of DoD Policy Experts did not know how these contracts have been structured with the respective coding of *N/A*. However, the *BOA*, *Fixed Price Contract*, and *Cost Reimbursable Contract* all received equal reportings.

***Results – Contractor Policy Experts.***

The eight Contractor Policy Experts provided an array of answers for this question, and the results are presented in Table 59.

**Table 59. Contractor Policy Experts – IQ #9-1**

IQ 9-1.	Contractor Personnel	
Times Reported	Structure of Contracts	%
4	N/A	50%
3	BOA	38%
2	Cost Reimbursable	25%
1	Separate Contracts	13%
0	Fixed Price	0%

***Analysis and Patterns that Emerged.*** The majority of Contractor Personnel stated that they did not know exactly what contract structure was being used for these battlefield contracts with a corresponding coding of *N/A*. However, the *Basic Ordering Agreement (BOA)* was highlighted more times than any other type of contract structure.

#### ***Results – Army Policy Experts.***

The ten Army Policy Experts provided an array of answers for this question, and the results are presented in Table 60.

**Table 60. Army Policy Experts – IQ #9-1**

IQ 9-1.	Army Personnel	
Times Reported	Structure of Contracts	%
6	N/A	60%
3	<i>It Depends</i>	30%
2	BOA	20%
1	Fixed Price	10%
1	Cost Reimbursable	10%
1	Separate Contracts	10%
1	UCAs	10%
1	IDIQ	10%
1	MODS/Add CLINS to already existing contracts	10%

***Analysis and Patterns that Emerged.*** The majority of Army Policy Experts stated that they did not know exactly what contract structure was being used for these battlefield contracts with a corresponding coding of *N/A*. Some Army Policy Experts stated that the contract structure depends on the nature of the acquisition, environment, and work to be performed. However, the *Basic Ordering Agreement (BOA)* was highlighted more times than any other type of contract structure.

***Results – Air Force Policy Experts.***

The thirty-one Air Force Policy Experts provided an array of answers for this question, and the results are presented in Table 61.

**Table 61. Air Force Policy Experts – IQ #9-1**

<i>IQ 9-1.</i>	<b>Air Force Personnel</b>	
<b>Times Reported</b>	<b>Structure of Contracts</b>	<b>%</b>
20	<i>N/A</i>	65%
7	<i>BOA</i>	23%
6	<i>Separate Contracts</i>	19%
4	<i>MODS/Add CLINS to already existing contracts</i>	13%
1	<i>Cost Reimbursable</i>	3%
1	<i>UCAs</i>	3%
1	<i>IDIQ</i>	3%
1	<i>T&amp;M</i>	3%
0	<i>Fixed Price</i>	0%
0	<i>It Depends</i>	0%

***Analysis and Patterns that Emerged.*** The majority of Air Force Policy Experts stated that they did not know exactly what contract structure was being used for these battlefield contracts with a corresponding coding of *N/A*. However, the *Basic Ordering Agreement (BOA)* was highlighted more times than any other type of contract structure. For example, SME #28 stated that the BOA “. . . has provided a lot of

flexibility where the basic terms and agreements are already identified and agreed to so if we have an emergency issue that comes up, we can just issue an order against the BOA.” Also, several Air Force Policy Experts stated that these battlefield support requirements should be segregated from the program’s other requirements, with an associated coding of *Separate Contracts*.

***Results – Air Force Program Offices.***

Thirteen Air Force Program Offices that use contractors on the battlefield were interviewed and provided an array of answers for this question. The results are presented in Table 62.

**Table 62. Air Force Program Offices – IQ #9-1**

<u>Times Reported</u>	<u>Structure of Contracts</u>	<u>%</u>
6	<i>Separate Contracts</i>	46%
5	<i>BOA</i>	38%
4	<i>MODS/Add CLINS to already existing contracts</i>	31%
2	<i>N/A</i>	15%
2	<i>IDIQ</i>	15%
0	<i>Fixed Price</i>	0%
0	<i>Cost Reimbursable</i>	0%
0	<i>UCAs</i>	0%
0	<i>It Depends</i>	0%
0	<i>T&amp;M</i>	0%

***Analysis and Patterns that Emerged.*** The majority of Air Force Program Offices stated that this type of contract should be segregated from the program’s other programs (*Separate Contracts*) and that the *BOA* was the preferred contract structure. For example, PO #5 stated, “We established a BOA specifically to support contingencies based on our experiences with Operation Enduring Freedom.” The BOA appears to be one of the major themes for this investigative question. SME #2 stated “We have a BOA

against which we place orders. Each order is a separate entity.” PO #1 and #4 said that they also have a BOA from which they place orders for battlefield support.

### ***Results – Policy Experts vs Program Offices.***

Table 63 is a side-by-side comparison of the descending accumulated frequency counts of the Policy Experts versus the Program Offices in regards to IQ #9-1, the preferred contract structure for acquiring and managing the services of contractors on the battlefield.

**Table 63. IQ #9-1 - Policy Experts vs Program Offices**

Total for All Policy Experts			Total for All Program Offices		
E	<u>Structure of Contracts</u>	%	E	<u>Structure of Contracts</u>	%
33	N/A	62%	6	Separate Contracts	46%
13	BOA	25%	5	BOA	38%
8	Separate Contracts	15%	4	MODS/Add CLINS to existing Ks	31%
5	Cost Reimbursable	9%	2	N/A	15%
5	MODS/Add CLINS to existing Ks	9%	2	IDIQ	15%
3	It Depends	6%			
2	Fixed Price	4%			
2	UCAs	4%			
2	IDIQ	4%			
1	T&M	2%			

Table 64 is a side-by-side comparison of the Policy Expert’s and the Program Office’s most frequently identified codings for the preferred battlefield contract structure.

**Table 64. IQ #9-1 - Highest Frequency Comparison**

<u>Structure of Contracts - 9-1</u>			
<u>Overall Policy Experts</u>		<u>Program Offices</u>	
	%		%
33 - N/A	62%	6 - Separate Contracts	46%
13 - BOA	25%	5 - BOA	38%
8 - Separate Contracts	15%	4 - MODS/Add CLINS to existing Ks	31%
5 - Cost Reimbursable	9%	2 - N/A	15%
5 - MODS/Add CLINS to existing Ks	9%	2 - IDIQ	15%
3 - It Depends	6%		

***Analysis and Patterns that Emerged.*** The pattern that emerged was that Policy Personnel and the Program offices most frequently did not know the exact contract structure to use (*N/A*). However, of the personnel that submitted a recommendation for the preferred battlefield contract structure, the *BOA* as the preferred method of acquiring battlefield services and support. Also, it can be noted that *separate and distinct contracts* are preferred versus using an already established contract and modifying the language and/or adding new CLINs.

Three of the codings are similar for both the Policy Experts and the Program offices. Combining the total frequency counts from both the Policy Experts and Program Offices, the top three codings for the preferred battlefield contract structure are rank ordered below according to frequency count:

- 1. N/A (don't know) (35)
- 2. BOA (18)
- 3. Separate Contracts (14)

**IQ 9-2.** *How have past contracts been negotiated to acquire the services of defense contractors on the battlefield?*

***Results – DoD Policy Experts.***

The four DoD Policy Experts provided an array of answers for this question, and the results are presented in Table 65.

**Table 65. DoD Policy Experts – IQ #9-2**

IQ 9-2	DoD Personnel	
Times Reported	<u>Negotiation for COB</u>	<u>%</u>
3	<i>N/A</i>	75%
1	<i>More Difficult/Complex</i>	25%

***Analysis and Patterns that Emerged.*** The majority of DoD Policy Experts did not know how to characterize the negotiations for these battlefield contracts, with an associated coding of N/A.

***Results – Contractor Policy Experts.***

The eight Contractor Policy Experts provided an array of answers for this question, and the results are presented in Table 66.

**Table 66. Contractor Policy Experts – IQ #9-2**

IQ 9-2.		Contractor Personnel	
<u>Times Reported</u>	<u>Negotiation for COB</u>	<u>%</u>	
6	More Difficult/Complex	75%	
1	N/A	13%	
1	Easier	13%	

***Analysis and Patterns that Emerged.*** The majority of Contractor Personnel stated that these negotiations were *more difficult and/or more complex* than other contracts. For example, SME #6 stated, “As you drill on down, I think that is where it gets difficult because that cost is not known until sometime after engineering is developed enough that we can tell you that.” SME #8 provided another insightful example. He stated that there is “greater complexity” in the negotiations with their subcontractors in these types of battlefield contracts versus other standard CONUS systems contracts.

***Results – Army Policy Experts.***

The ten Army Policy Experts provided an array of answers for this question, and the results are presented in Table 67.

**Table 67. Army Policy Experts – IQ #9-2**

IQ 9-2.	Army Personnel	
Times Reported	<u>Negotiation for COB</u>	<u>%</u>
5	<i>N/A</i>	50%
4	<i>Easier</i>	40%
2	<i>More Difficult/Complex</i>	20%
1	<i>It Depends</i>	10%

***Analysis and Patterns that Emerged.*** The majority of Army Policy Experts stated that they did not know exactly how the negotiations went for these battlefield contracts, with an associated response of *N/A*. However, several Army Policy Experts did say these battlefield contract negotiations were actually *Easier*. SME #14 stated that “...the negotiations are fairly straight forward.”

***Results – Air Force Policy Experts.***

The thirty-one Air Force Policy Experts provided an array of answers for this question, and the results are presented in Table 68.

**Table 68. Air Force Policy Experts – IQ #9-2**

IQ 9-2.	Air Force Personnel	
Times Reported	<u>Negotiation for COB</u>	<u>%</u>
21	<i>N/A</i>	68%
9	<i>More Difficult/Complex</i>	29%
3	<i>Easier</i>	10%
2	<i>It Depends</i>	6%

***Analysis and Patterns that Emerged.*** The majority of Air Force Policy Experts stated that they did not know exactly how the negotiations went for these battlefield contracts and had an associated coding of *N/A*. Also, the individuals who did have insight into these negotiations, stated that they were often *difficult and more*

*complex* than standard CONUS systems contract negotiations. Some of the Air Force Policy Experts made some general comments about the complexities of these battlefield contracts. For example, SME #52 stated, “I would say that they are complicated,” and SME #25 stated, “There are some added complexities.” However, some of the Air Force Policy Experts explained some very specific complexities in regards to these OCONUS battlefield contracts. For example, SME #24 stated that it is not easy to verify “[m]aterial costs in particular locations around the world.” Another specific example of the difficulties and complexities of negotiating battlefield contracts revolved around contractors getting the required immunizations for the specific area of operation. SME #28 stated, “I know there was some difficulty in negotiating some of the requirements for shots, and that was something that we had to negotiate and include in the requirements.” Other difficulties arose out of the nature of these expedited contract actions. SME #30 explained how expedited contracts and undefinitized contract actions are complicated. He stated, “As requirements became available, those NTEs were changed through the definitization process, which was long and drawn out.”

***Results – Air Force Program Offices.***

Thirteen Air Force Program Offices that use contractors on the battlefield were interviewed and provided an array of answers for this question. The results are presented in Table 69.

**Table 69. Air Force Program Offices – IQ #9-2**

<u>Times Reported</u>	<u>Negotiation for COB</u>	<u>%</u>
9	<i>More Difficult/Complex</i>	69%
4	<i>Easier</i>	31%
1	<i>N/A</i>	8%
1	<i>It Depends</i>	8%

***Analysis and Patterns that Emerged.*** The majority of Air Force Program Offices stated that these battlefield contracts have been *more difficult* to negotiate and have *added complexities* when compared to standard CONUS systems contract negotiations. For example, PO #3 stated, “I think you have to reach an understanding as to what sort of additional costs and/or incentives you are going to negotiate to place someone in a hazardous area.” Other Program Offices stated that the added complexities came from selecting the unique clauses to put into these battlefield contracts, and the pre-deployment, logistical, and administrative support obligations that the government must provide to the battlefield contractor.

***Results – Policy Experts vs Program Offices.***

Table 70 is a side-by-side comparison of the descending accumulated frequency counts of the Policy Experts versus the Program Offices in regards to IQ #9-2, the characterization of the negotiations for these battlefield contracts.

**Table 70. IQ #9-2 - Policy Experts vs Program Offices**

Total for All Policy Experts			Total for All Program Offices		
<u>E</u>	<u>Negotiation for COB</u>	<u>%</u>	<u>E</u>	<u>Negotiation for COB</u>	<u>%</u>
30	<i>N/A</i>	57%	9	<i>More Difficult/Complex</i>	69%
18	<i>More Difficult/Complex</i>	34%	4	<i>Easier</i>	31%
8	<i>Easier</i>	15%	1	<i>N/A</i>	8%
3	<i>It Depends</i>	6%	1	<i>It Depends</i>	8%

Table 71 is a side-by-side comparison of the Policy Expert's and the Program Office's most frequently identified codings for the characterization of battlefield contract negotiations.

**Table 71. IQ #9-2 - Highest Frequency Comparison**

<b>Negotiation for COB - 9-2</b>			
<b>Overall Policy Experts</b>	<b>%</b>	<b>Program Offices</b>	<b>%</b>
30 - N/A	57%	9 - More Difficult/Complex	69%
18 - More Difficult/Complex	34%	4 - Easier	31%
8 - Easier	15%	1 - N/A	8%
3 - It Depends	6%	1 - It Depends	8%

***Analysis and Patterns that Emerged.*** The pattern that emerged was that Policy Personnel had limited insight into the negotiations for the battlefield contracts with associated codings of *N/A*. However, another pattern emerged between the Policy Experts and Program Offices that provided greater insight into battlefield contract negotiations. The majority of the personnel that did have insight into these negotiations stated that these negotiations were *more difficult* and had *added complexities* than normal CONUS systems contracts.

All four codings are similar for both the Policy Experts and the Program offices. Combining the total frequency counts from both the Policy Experts and Program Offices, the codings for the characterization of battlefield contracts are rank ordered below according to frequency count:

- 1. N/A (don't know) (34)
- 2. More Difficult/Complex (27)
- 3. Easier (12)
- 4. It Depends (4)

**IQ 10.** *What attachments to the contracts have been used to clarify defense contractors' roles and responsibilities on the battlefield? (In other words, who does the contractor report to in the field?)*

**Results – DoD Policy Experts.**

The four DoD Policy Experts provided an array of answers for this question, and the results are captured in Table 72.

**Table 72. DoD Policy Experts – IQ #10**

<i>IQ 10.</i>	DoD Personnel	
<u>Times Reported</u>	<u>Clarification of COB Roles and Responsibilities</u>	<u>%</u>
3	COTR	75%
1	DCMA	25%
1	N/A	25%
1	Contracting Officer	25%
1	Local Commander	25%

**Analysis and Patterns that Emerged.** The majority of DoD Policy Experts stated that if there was a problem in the field, the contractor should report to the COTR. The majority of these individuals stated that this chain of command is unclear and a problem in these battlefield contracts, and often there is no COTR in the field to act as a liaison between the warfighter, contractor, and acquisition community. For example, SME #1 stated, “There is not a COTR or there is not a trained COTR or someone who is designated as a COTR.” Several others shared the same type of comments among this case study group. SME #2 stated, “This is one of the issues we are trying to work out,” and SME #4 stated, “Probably the best bet would be to have a strong contracting officer’s representative.”

### ***Results – Contractor Policy Experts.***

The eight Contractor Policy Experts provided an array of answers for this question, and the results are presented in Table 73.

**Table 73. Contractor Policy Experts – IQ #10**

<i>IQ 10.</i>	<b>Contractor Personnel</b>	
<u>Times Reported</u>	<u>Clarification of COB Roles and Responsibilities</u>	<u>%</u>
4	<i>DCMA/ACO</i>	50%
4	<i>Contracting Officer</i>	50%
3	<i>COTR</i>	38%
2	<i>N/A</i>	25%
2	<i>Local Commander</i>	25%
1	<i>Program Manager</i>	13%
1	<i>Contractor Interface/Lead</i>	13%

***Analysis and Patterns that Emerged.*** The Contractor Policy Experts stated that there were *several interfaces* that the contractor could report to in the field. For instance, SME #10 stated that the ACO, COTR, PCO, and contractor lead would all be involved. However, the *CO* and the *ACO* ranked among the highest selected by these individuals. For example, SME #11 stated, We would address problems through the contracting community,” and SME #12 stated, “The person that we are responsible to is the ACO, actually you can say the PCO.”

### ***Results – Army Policy Experts.***

The ten Army Policy Experts provided an array of answers for this question, and the results are presented in Table 74.

**Table 74. Army Policy Experts – IQ #10**

<i>IQ 10.</i>	<b>Army Personnel</b>	
<b>Times Reported</b>	<b>Clarification of COB Roles and Responsibilities</b>	<b>%</b>
9	<i>COTR</i>	90%
6	<i>DCMA/ACO</i>	60%
5	<i>Contracting Officer</i>	50%
4	<i>Contracting Lead in Theater/Coordination Cell</i>	40%
2	<i>Contractor Interface/Lead</i>	20%
0	<i>N/A</i>	0%
0	<i>Local Commander</i>	0%
0	<i>Program Manager</i>	0%

***Analysis and Patterns that Emerged.*** The majority of Army Policy Experts stated that the *COTR* is the contractor's primary means of communicating and/or resolving any problems or issues with regards to these battlefield contracts. Several Army Policy Experts, although they highlighted the COTR, reported that this chain of command was often unclear for the contractor. SME #20 identified this as a problem and stated, “The unit should have a COR identified and we’re trying to train people on what that means and what their roles are.” SME #13 also stated that “[t]his is definitely an area for improvement,” but that the contractor “will usually report to a COR or a COTR.” Others stated that the PCO was usually not forward deployed with the troops. SME #18 stated, “So if a contractor has a problem, they are naturally going to go to the COR, because that is their POC to the government back to the CO.” SME #22 stated, “Many times the CO is not located in theater, so ideally you would want to have a CO’s representative in theater.” Again, the majority of the responses from these Army Policy Experts were comprised of several individuals and/or multiple interfaces that the contractor could report to.

### ***Results – Air Force Policy Experts.***

The thirty-one Air Force Policy Experts provided an array of answers for this question, and the results are captured in Table 75.

**Table 75. Air Force Policy Experts – IQ #10**

<i>IQ 10.</i>	<b>Air Force Personnel</b>	
<u>Times Reported</u>	<u>Clarification of COB Roles and Responsibilities</u>	<u>%</u>
12	<i>N/A</i>	39%
12	<i>Contracting Officer</i>	39%
7	<i>DCMA/ACO</i>	23%
4	<i>COTR</i>	13%
4	<i>Local Commander</i>	13%
3	<i>Contractor Interface/Lead</i>	10%
2	<i>QAE</i>	6%
2	<i>Attorneys for both sides</i>	6%
1	<i>Program Manager</i>	3%
1	<i>MOA - User-Buyer-Ktr</i>	3%
0	<i>Contracting Lead in Theater/Coordination Cell</i>	0%

***Analysis and Patterns that Emerged.*** The Air Force Policy Experts had a different opinion than the Army Policy Experts. The majority of Air Force Policy Experts stated that the contractors should report back through the *CO and the ACO*. For example, SME #28 stated, “The chain of command is through the contracting officer always,” SME #51 reported, “The chain of command from a legal standpoint would reside with the CO that awarded the contract,” and SME #27 stated that the contractor’s “first line, they go back to the CO.” Just as some of the Army Policy Experts pointed out, several Air Force Policy Experts explained that the CO was often not forward deployed and that this could lead to problems. SME #32 stated,

It may very well be a matter of policy that we do not have enough forward-deployed COs and that that is really one of the answers to this whole thing. The commanders complain that it takes too long, I don’t know who the CO is back in

the states, and so on... It may be that rather than trying to solve this by contract clauses, we need to think about better staffing methods, and the contractors need to think about it too. (SME #32, Air Force Interview, 2004).

### ***Results – Air Force Program Offices.***

Thirteen Air Force Program Offices that use contractors on the battlefield were interviewed and provided an array of answers for this question. The results are presented in Table 76.

**Table 76. Air Force Program Offices – IQ #10**

<u>Times Reported</u>	<u>Clarification of COB Roles and Responsibilities</u>	<u>%</u>
6	<i>Program Manager</i>	46%
5	<i>Contracting Officer</i>	38%
5	<i>Contractor Interface/Lead</i>	38%
4	<i>Habitual Support Relationship/Detachment</i>	31%
3	<i>COTR</i>	23%
2	<i>DCMA/ACO</i>	15%
2	<i>Local Commander</i>	15%
1	<i>QAE</i>	8%
0	<i>N/A</i>	0%
0	<i>Contracting Lead in Theater/Coordination Cell</i>	0%
0	<i>MOA - User-Buyer-Ktr</i>	0%
0	<i>Attorneys for both sides</i>	0%

***Analysis and Patterns that Emerged.*** The majority of Air Force Program Offices stated that the contractor should come back through the *Air Force Program Manager and Contracting Officer*. PO #2 stated, “They have never contacted me [a CO],” while SME #4 reported, “Actually they go back to the Program Manager and to us here into contracting.” SME #6 highlighted the Program Managers role as liaison. He stated, “The Program Managers also have dialogue with the folks that are out in the field” and they take “. . . an active role in trying to resolve those situations.”

### ***Results – Policy Experts vs Program Offices.***

Table 77 is a side-by-side comparison of the descending accumulated frequency counts of the Policy Experts versus the Program Offices in regards to IQ #10, the clarification of the contractor's chain of command while working on the battlefield.

**Table 77. IQ #10 - Policy Experts vs Program Offices**

Total for All Policy Experts			Total for All Program Offices		
E	Clarification of COB Roles/Responsibilities	%	E	Clarification of COB Roles/Responsibilities	%
22	<i>Contracting Officer</i>	42%	6	<i>Program Manager</i>	46%
19	<i>COTR</i>	36%	5	<i>Contracting Officer</i>	38%
18	<i>DCMA/ACO</i>	34%	5	<i>Contractor Interface/Lead</i>	38%
15	<i>N/A</i>	28%	4	<i>Habitual Support Relationship/Detachment</i>	31%
7	<i>Local Commander</i>	13%	3	<i>COTR</i>	23%
6	<i>Contractor Interface/Lead Contracting Lead in Theater/Coordination Cell</i>	11%	2	<i>DCMA/ACO</i>	15%
4	<i>Theater/Coordination Cell</i>	8%	2	<i>Local Commander</i>	15%
2	<i>Program Manager</i>	4%	1	<i>QAE</i>	8%
2	<i>QAE</i>	4%	0	<i>N/A Contracting Lead in Theater/Coordination Cell</i>	0%
2	<i>Attorneys for both sides</i>	4%	0	<i>Cell</i>	0%
1	<i>MOA - User-Buyer-Ktr</i>	2%	0	<i>MOA - User-Buyer-Ktr</i>	0%
			0	<i>Attorneys for both sides</i>	0%

Table 78 is a side-by-side comparison of the Policy Expert's and the Program Office's most frequently identified codings for the clarification of the contractor's chain of command while working on the battlefield.

**Table 78. IQ #10 - Highest Frequency Comparison**

Clarification of COB Roles and Responsibilities - 10			
Overall Policy Experts	%	Program Offices	%
22 - Contracting Officer	42%	6 - Program Manager	46%
19 - COTR	36%	5 - Contracting Officer	38%
18 - DCMA/ACO	34%	5 - Contractor Interface/Lead	38%
15 - N/A	28%	4 - Habitual Support Relationship/Detachment	31%
7 - Local Commander	13%	3 - COTR	23%
6 - Contractor Interface/Lead	11%	2 - DCMA/ACO	15%
		2 - Local Commander	15%

***Analysis and Patterns that Emerged.*** The pattern that emerged was that the *Contracting Officer* should be the primary focal point for the contractor out in the field. Another pattern that emerged from the data is that there appears to be *multiple interfaces* for the contractor, and this complexity in their reporting chain could essentially cause some problems. It was interesting to note that the Air Force Program Offices said that the *PM* was the first person contractors should report to, while the Policy Experts thought it only to be a remote possibility.

Combining the total frequency counts from both the Policy Experts and Program Offices, the top three codings for the clarification of the contractor's chain of command are rank ordered below according to frequency count:

- 1. Contracting Officer (27)
- 2. COTR (22)
- 3. DCMA/ACO (20)

**IQ 11.** *What are the lessons learned from these programs using contractors on the battlefield?*

***Results – DoD Policy Experts.***

Each lesson learned should be considered individually no matter where it originated from or how frequent of a response from the Policy Experts and Air Force Program Offices. Thus, these lessons learned will be presented and discussed in more detail in Chapter V. However, Table 79 highlights the most frequently identified lessons learned from the Policy Experts compared with the Program Offices.

**Table 79. IQ #11 - Highest Frequency Comparison**

<u>Lessons Learned - 11</u>			
<u>Overall Policy Experts</u>	<u>%</u>	<u>Program Offices</u>	<u>%</u>
18 - Clear Communication	34%	11 - Clear Communication	85%
18 - Requirements Definition	34%	9 - Good Acquisition Planning with All Parties	69%
14 - Good Acquisition Planning with All Parties	26%	9 - Requirements Definition	69%
13 - Better support to contractor - Understand our Obligations	25%	8 - Think of everyone as a team - Contractor & Govt	62%
12 - Don't have any lessons learned/Need to Capture Them	23%	6 - Theater Coordination	46%
12 - Theater Coordination	23%	6 - Flexibility	46%
11 - A good contract	21%	5 - Better support to the contractor - Understand our Obligations	38%

***Analysis and Patterns that Emerged.*** Patterns emerged for this category, and five of the top recommendations from both the Policy Experts and the Program Offices matched. Combining the total scores, the top five answers for the contractor's appropriate chain of command while working in the battlefield area are rank ordered below according to frequency count:

- 1. Clear Communication (29)
- 2. Requirements Definition (27)
- 3. Good Acquisition Planning with All Parties (23)
- 4. Better Support to Contractor and Theater Coordination (18)
- 5. Theater Coordination (18)

**IQ 12-1.** *When drafting a battlefield contract, what contract type would be most suitable?*

#### ***Results – DoD Policy Experts.***

The four DoD Policy Experts provided an array of answers for this question, and the results are presented in Table 80.

**Table 80. DoD Policy Experts – IQ #12-1**

<i>IQ 12-1</i>	<b>DoD Personnel</b>	
<b>Times Reported</b>	<b>Contract Type</b>	<b>%</b>
3	<i>Cost Reimbursable</i>	75%
2	<i>Fixed Price</i>	50%
2	<i>It Depends</i>	50%
1	<i>CPAF</i>	25%
1	<i>N/A</i>	25%
1	<i>Commercial</i>	25%
1	<i>T&amp;M</i>	25%

***Analysis and Patterns that Emerged.*** The majority of DoD Policy Experts stated that a *cost reimbursable* would be the most suitable contract type for these battlefield contracts. However, several of these individuals also said that *it depends* on the circumstances. For instance, SME #1 stated, “I would say it would depend upon which phase of the conflict that you are in.”

***Results – Contractor Policy Experts.***

The eight Contractor Policy Experts provided an array of answers for this question, and the results are presented in Table 81.

**Table 81. Contractor Policy Experts – IQ #12-1**

IQ 12-1. Contractor Personnel		
<u>Times Reported</u>	<u>Contract Type</u>	<u>%</u>
8	<i>Cost Reimbursable</i>	100%
3	<i>Fixed Price</i>	38%
3	<i>It Depends</i>	38%
2	<i>CPAF</i>	25%
2	<i>CPFF</i>	25%
1	<i>Mixed Contract Type</i>	13%
1	<i>ODC CLINs/Over and Above</i>	13%
0	<i>N/A</i>	0%
0	<i>Commercial</i>	0%
0	<i>T&amp;M</i>	0%

***Analysis and Patterns that Emerged.*** The Contractor Policy Experts stated that the most suitable contract type for these battlefield contracts is *cost reimbursable*. However, several Contractor Policy Experts offered different contract types for different reasons while some individuals stated that it just *all depends* on the situation. For example, SME #7 stated that in these types of contracts, he “. . . is a big fan of a mixed contract.”

***Results – Army Policy Experts.***

The ten Army Policy Experts provided an array of answers for this question, and the results are presented in Table 82.

**Table 82. Army Policy Experts – IQ #12-1**

IQ 12-1. Army Personnel		
<u>Times Reported</u>	<u>Contract Type</u>	<u>%</u>
5	<i>Cost Reimbursable</i>	50%
3	<i>Fixed Price</i>	30%
3	<i>It Depends</i>	30%
3	<i>N/A</i>	30%
2	<i>CPAF</i>	20%
1	<i>T&amp;M</i>	10%
1	<i>CPFF</i>	10%
1	<i>CPIF</i>	10%
1	<i>IDIQ</i>	10%
0	<i>Commercial</i>	0%
0	<i>Mixed Contract Type</i>	0%
0	<i>ODC CLINs/Over and Above</i>	0%

***Analysis and Patterns that Emerged.*** The majority of Army Policy Experts stated that the appropriate contract type was *cost reimbursable*. However, several Contractor Policy Experts offered different contract types for different reasons while some stated that it just all *depends* on the situation. For example, SME #18 stated, “It depends on what they are doing over there,” SME #17 stated that “. . . is dependent on the type of contract you are talking about,” and SME #21 simply stated, “That really depends.”

***Results – Air Force Policy Experts.***

The thirty-one Air Force Policy Experts provided an array of answers for this question, and the results are presented in Table 83.

**Table 83. Air Force Policy Experts – IQ #12-1**

<i>IQ 12-1.</i>	Air Force Personnel	
<u>Times Reported</u>	<u>Contract Type</u>	<u>%</u>
20	<i>It Depends</i>	65%
18	<i>Cost Reimbursable</i>	58%
16	<i>Fixed Price</i>	52%
5	<i>T&amp;M</i>	16%
4	<i>N/A</i>	13%
3	<i>CPAF</i>	10%
3	<i>Mixed Contract Type</i>	10%
3	<i>ODC CLINs/Over and Above</i>	10%
2	<i>CPFF</i>	6%
2	<i>IDIQ</i>	6%
1	<i>Commercial</i>	3%
1	<i>FPIF</i>	3%
0	<i>CPIF</i>	0%

***Analysis and Patterns that Emerged.*** The Air Force Policy Experts believed that the contract type truly does depend on the situation, and *It Depends* was the coding with the highest frequency. *Cost Reimbursable* was next followed closely by *Fixed Price*, which bolsters the theme of *it depends*. The pattern of *it depends* becomes stronger as the Air Force Policy Experts shared their opinions. SME #42 stated, “I wouldn’t tie my hands with a contract type, I would be flexible and depending on the situation, write a contract.” SME #31 stated, “I am not sure there is an absolute answer to that question,” and SME#52 stated, “I am not a one size fits all kind of person.” SME #23, #26, #28, #34, #38, #39, and #53 stated that the contract type depends on the actual requirement, while SME #37 argued that it depends on the environment in which the contractor would be operating in. Some Air Force Policy Experts took a more standard approach to the issue of contract type. For example, SME #32 stated, “I think that the standard analysis should be used on any contract, FAR 16.” However, the definitiveness

of selecting an appropriate contract type for these battlefield contracts was best spoken by SME #35. He stated, “I can see applicability for all of them.”

***Results – Air Force Program Offices.***

Thirteen Air Force Program Offices that use contractors on the battlefield were interviewed and provided an array of answers for this question. The results are presented in Table 84.

**Table 84. Air Force Program Offices – IQ #12-1**

<u>Times Reported</u>	<u>Contract Type</u>	<u>%</u>
6	<i>Cost Reimbursable</i>	46%
4	<i>Fixed Price</i>	31%
2	<i>CPAF</i>	15%
2	<i>It Depends</i>	15%
2	<i>N/A</i>	15%
2	<i>CPFF</i>	15%
1	<i>T&amp;M</i>	8%
1	<i>ODC CLINs/Over and Above</i>	8%
0	<i>Commercial</i>	0%
0	<i>Mixed Contract Type</i>	0%
0	<i>CPIF</i>	0%
0	<i>IDIQ</i>	0%
0	<i>FPIF</i>	0%

***Analysis and Patterns that Emerged.*** The majority of Air Force Program Offices stated that a *cost reimbursable contract* was the most suitable type for battlefield contracts. Although *It Depends* had a rather low frequency rating from the Program Offices, the variety of responses indicate that one size does not fit all in terms of contract type. For example, PO #5 stated, “Well, again, that is very dependent on what you are asking people to do.” PO #3 stated, “I don’t really know if there would be one that is most suitable, you probably have to look at the circumstances.”

### ***Results – Policy Experts vs Program Offices.***

Table 85 is a side-by-side comparison of the descending accumulated frequency counts of the Policy Experts versus the Program Offices in regards to IQ #12-1, the selection of contract type for these battlefield contracts.

**Table 85. IQ #12-1 - Policy Experts vs Program Offices**

Total for All Policy Experts			Total for All Program Offices		
E	Contract Type	%	E	Contract Type	%
34	<i>Cost Reimbursable</i>	64%	6	<i>Cost Reimbursable</i>	46%
28	<i>It Depends</i>	53%	4	<i>Fixed Price</i>	31%
24	<i>Fixed Price</i>	45%	2	<i>CPAF</i>	15%
8	<i>CPAF</i>	15%	2	<i>It Depends</i>	15%
8	<i>N/A</i>	15%	2	<i>N/A</i>	15%
7	<i>T&amp;M</i>	13%	2	<i>CPFF</i>	15%
5	<i>CPFF</i>	9%	1	<i>T&amp;M</i>	8%
4	<i>Mixed Contract Type</i>	8%	1	<i>ODC CLINs/Over and Above</i>	8%
4	<i>ODC CLINs/Over and Above</i>	8%	0	<i>Commercial</i>	0%
3	<i>IDIQ</i>	6%	0	<i>Mixed Contract Type</i>	0%
2	<i>Commercial</i>	4%	0	<i>CPIF</i>	0%
1	<i>CPIF</i>	2%	0	<i>IDIQ</i>	0%
1	<i>FPIF</i>	2%	0	<i>FPIF</i>	0%

Table 86 is a side-by-side comparison of the Policy Expert's and the Program Office's most frequently identified codings for the identification of appropriate contract type for these battlefield contracts.

**Table 86. IQ #12-1 - Highest Frequency Comparison**

<u>Contract Type - 12-1</u>			
Overall Policy Experts	%	Program Offices	%
34 - Cost Reimbursable	64%	6 - Cost Reimbursable	46%
28 - It Depends	53%	4 - Fixed Price	31%
24 - Fixed Price	45%	2 - CPAF	15%
8 - CPAF	15%	2 - It Depends	15%
8 - N/A	15%	2 - N/A	15%
7 - T&M	13%	2 - CPFF	15%

***Analysis and Patterns that Emerged.*** A *Cost Reimbursable* contract seemed to be the most suitable contract type for these battlefield contracts. However, as previously stated, *Fixed Price* was also mentioned many times by both the Policy Experts and the Program Office. Furthermore, *It Depends* came in a close second to cost reimbursable.

Patterns emerged for this category, and five of the top recommendations from both the Policy Experts and the Program Offices matched. Combining the total scores, the top five answers for the appropriate contract type for these battlefield contracts are rank ordered below according to frequency count:

- 1. Cost Reimbursable (40)
- 2. It Depends (30)
- 3. Fixed Price (28)
- 4. CPAF (10)
- 5. N/A (10)

**IQ 12-2.** *When drafting a battlefield contract, what contract type would be most suitable? Why?*

***Results – DoD Policy Experts.***

The four DoD Policy Experts provided an array of answers for this question, and the results are presented in Table 87.

**Table 87. DoD Policy Experts – IQ #12-2**

IQ 12-2.	DoD Personnel	
<u>Times Reported</u>	<u>Contract Type - Why</u>	<u>%</u>
3	<i>Cost - Flexibility/Unknowns</i>	75%
2	<i>Award Fee - Incentivizes the Contractor</i>	50%
1	<i>Cost - Beginning</i>	25%
1	<i>T&amp;M - Flexibility</i>	25%
1	<i>T&amp;M - Beginning</i>	25%
1	<i>Fixed Price - Requirements Defined/Later on in Conflict</i>	25%
1	<i>Fixed Price - Minimize the Risk</i>	25%
1	<i>Commercial - Nature of Acquisition</i>	25%
1	<i>N/A</i>	25%

***Analysis and Patterns that Emerged.*** As mentioned in the IQ12-1, the majority of DoD Policy Experts stated that a cost reimbursable would be the most suitable contract type for these battlefield contracts. This follow-on question asks the follow-up question, why? The majority of DoD Policy Experts stated that the most suitable contract type is *cost reimbursable because it is flexible and can deal with any unknowns* that are presented on the battlefield. For example, SME #4 stated, “I think because of the uncertainty, cost-type,” and SME #3 stated, “I definitely think cost reimbursement because you need that flexibility, you don’t want to tie the commander’s and contractor’s hands...the battlefield is just too liquid to let that happen.”

***Results – Contractor Policy Experts.***

The eight Contractor Policy Experts provided an array of answers for this question, and the results are presented in Table 88.

**Table 88. Contractor Policy Experts – IQ #12-2**

IQ 12-2.	Contractor Personnel	
<u>Times Reported</u>	<u>Contract Type - Why</u>	<u>%</u>
7	<i>Cost - Flexibility/Unknowns</i>	88%
1	<i>Fixed Price - Requirements Defined/Later on in Conflict</i>	13%
1	<i>Mixed Contract - Cover Knowns and Unknowns</i>	13%
1	<i>CPFF - Profit, Easy, Fast</i>	13%
0	<i>Cost - Beginning</i>	0%
0	<i>T&amp;M - Flexibility</i>	0%
0	<i>T&amp;M - Beginning</i>	0%
0	<i>Fixed Price - Minimize the Risk</i>	0%
0	<i>Commercial - Nature of Acquisition</i>	0%
0	<i>Award Fee - Incentivizes the Contractor</i>	0%
0	<i>N/A</i>	0%

***Analysis and Patterns that Emerged.*** As mentioned before, the Contractor Policy Experts stated that the most suitable contract type for these battlefield contracts is *cost reimbursable*. Again, the reasons provided by the Contractor Policy Experts for the selection of a cost reimbursable contract are because of its *inherent flexibility and ability to handle the unknowns*. For example, SME #8 stated, “Obviously a cost reimbursement contract which gives the government and the contractor the greatest flexibility.” Several other Contractor Policy Experts commented on the dynamic nature of the battlefield and the dynamic nature of requirements. SME #9 stated, “Probably cost [reimbursement] for the most part because the situation is in such flux,” and SME #6 stated cost reimbursement because “there is an unknown.” SME #12 said that a cost reimbursement would be to the government’s advantage because of “the inability to define the tasks.” Finally, other Contractor Policy Experts commented on the fact that *fixed price* was totally out of the question. SME #10 stated, “I think there is no way you

can do a fixed price because of the requirement is typically ill defined,” and SME #5 stated, “Definitely not fixed price.”

***Results – Army Policy Experts.***

The ten Army Policy Experts provided an array of answers for this question, and the results are presented in Table 89.

**Table 89. Army Policy Experts – IQ #12-2**

IQ 12-2.			Army Personnel
<u>Times Reported</u>	<u>Contract Type - Why</u>	<u>%</u>	
5	<i>Cost - Flexibility/Unknowns</i>	50%	
4	<i>N/A</i>	40%	
2	<i>Fixed Price - Requirements Defined/Later on in Conflict</i>	20%	
1	<i>T&amp;M - Flexibility</i>	10%	
1	<i>Fixed Price - Minimize the Risk</i>	10%	
0	<i>Cost - Beginning</i>	0%	
0	<i>T&amp;M - Beginning</i>	0%	
0	<i>Commercial - Nature of Acquisition</i>	0%	
0	<i>Award Fee - Incentivizes the Contractor</i>	0%	
0	<i>Mixed Contract - Cover Knowns and Unknowns</i>	0%	
0	<i>CPFF - Profit, Easy, Fast</i>	0%	

***Analysis and Patterns that Emerged.*** Again, the majority of Army Policy Experts stated that the appropriate contract type is *cost reimbursable* for the reason of being *flexible and being able to handle any unknown contingencies*. For example, SME #22 stated, “It is hard to imagine a firm fixed price in that type of environment, that’s for sure.” SME #15 recommended a cost reimbursement contract as well, stating “you don’t know what you are going to be facing, you don’t know what you are getting in for, and you have to remain flexible.”

### ***Results – Air Force Policy Experts.***

The thirty-one Air Force Policy Experts provided an array of answers for this question, and the are presented in Table 90.

**Table 90. Air Force Policy Experts – IQ #12-2**

<i>IQ 12-2.</i>	Air Force Personnel	
<u>Times Reported</u>	<u>Contract Type - Why</u>	<u>%</u>
18	<i>Cost - Flexibility/Unknowns</i>	58%
15	<i>It Depends on the Type/Scope of Work</i>	48%
11	<i>Fixed Price - Requirements Defined/Later on in Conflict</i>	35%
4	<i>T&amp;M - Flexibility</i>	13%
3	<i>Cost - Beginning</i>	10%
3	<i>N/A</i>	10%
2	<i>Fixed Price - Minimize the Risk</i>	6%
2	<i>Award Fee - Incentivizes the Contractor</i>	6%
1	<i>Commercial - Nature of Acquisition</i>	3%
1	<i>Mixed Contract - Cover Knowns and Unknowns</i>	3%
0	<i>T&amp;M - Beginning</i>	0%
0	<i>CPFF - Profit, Easy, Fast</i>	0%

***Analysis and Patterns that Emerged.*** The Air Force Policy Experts stated that a *cost reimbursement* contract was most suitable because of its *inherent flexibility*. The theme continues as SME #30 stated, “It is such a high risk effort with so many unknowns that it would almost have to be a cost type effort.”

### ***Results – Air Force Program Offices.***

Thirteen Air Force Program Offices that use contractors on the battlefield were interviewed and provided an array of answers for this question. The results are presented in Table 91.

**Table 91. Air Force Program Offices – IQ #12-2**

<u>Times Reported</u>	<u>Contract Type - Why</u>	<u>%</u>
8	<i>Cost - Flexibility/Unknowns</i>	62%
2	<i>Fixed Price - Requirements Defined/Later on in Conflict</i>	15%
2	<i>Fixed Price - Minimize the Risk</i>	15%
2	<i>N/A</i>	15%
2	<i>It Depends on the Type/Scope of Work</i>	15%
1	<i>T&amp;M - Flexibility</i>	8%
0	<i>Cost - Beginning</i>	0%
0	<i>T&amp;M - Beginning</i>	0%
0	<i>Commercial - Nature of Acquisition</i>	0%
0	<i>Award Fee - Incentivizes the Contractor</i>	0%
0	<i>Mixed Contract - Cover Knowns and Unknowns</i>	0%
0	<i>CPFF - Profit, Easy, Fast</i>	0%

***Analysis and Patterns that Emerged.*** The majority of Air Force Program Offices stated that a *cost reimbursable* contract was the most suitable type for battlefield contracts, and that this contract type was used because of its *flexibility and ability to deal with unknown circumstances*. For example, SME #9 stated, “Cost plus because there are too many unknowns in the deployment side of things.” PO #11 recommended a cost reimbursable contract “. . . mainly due to the chances that they will pick up and move from one location to another very quickly.”

***Results – Policy Experts vs Program Offices.***

Table 92 is a side-by-side comparison of the descending accumulated frequency counts of the Policy Experts versus the Program Offices in regards to IQ #12-2, the reason behind the selection of a specific contract type for these battlefield contracts.

**Table 92. IQ #12-2 - Policy Experts vs Program Offices**

Total for All Policy Experts			Total for All Program Offices		
E	Contract Type - Why?	%	E	Contract Type - Why?	%
33	Cost - Flexibility/Unknowns Fixed Price - Requirements Defined/Later on in Conflict	62%	8	Cost - Flexibility/Unknowns Fixed Price - Requirements Defined/Later on in Conflict	62%
15	Defined/Later on in Conflict	28%	2	Fixed Price - Minimize the Risk	15%
15	It Depends on the Type/Scope of Work	28%	2	N/A	15%
8	N/A	15%	2	It Depends on the Type/Scope of Work	15%
6	T&M - Flexibility	11%	1	T&M - Flexibility	8%
4	Cost - Beginning	8%	0	Cost - Beginning	0%
4	Fixed Price - Minimize the Risk	8%	0	T&M - Beginning	0%
4	Award Fee - Incentivizes the Contractor	8%	0	Commercial - Nature of Acquisition	0%
2	Commercial - Nature of Acquisition Mixed Contract - Cover Knowns and Unknowns	4%	0	Award Fee - Incentivizes the Contractor Mixed Contract - Cover Knowns and Unknowns	0%
2	Mixed Contract - Cover Knowns and Unknowns	4%	0	CPFF - Profit, Easy, Fast	0%
1	T&M - Beginning	2%	0	CPFF - Profit, Easy, Fast	0%
1	CPFF - Profit, Easy, Fast	2%			

Table 93 is a side-by-side comparison of the Policy Expert's and the Program Office's most frequently identified codings for the identification of appropriate contract type and the reason behind their selection for these battlefield contracts.

**Table 93. IQ #12-2 - Highest Frequency Comparison**

<u>Contract Type, Why? - 12-2</u>			
<u>Overall Policy Experts</u>	<u>%</u>	<u>Program Offices</u>	<u>%</u>
33 - Cost - Flexibility/Unknowns	62%	8 - Cost - Flexibility/Unknowns	62%
15 - Fixed Price - Requirements Defined/Later on in Conflict	28%	2 - Fixed Price - Requirements Defined/Later on in Conflict	15%
15 - It Depends on the Type/Scope of Work	28%	2 - Fixed Price - Minimize the Risk	15%
8 - N/A	15%	2 - N/A	15%
6 - T&M - Flexibility	11%	2 - It Depends on the Type/Scope of Work	15%
4 - Cost - Beginning	8%	1 - T&M - Flexibility	8%
4 - Award Fee - Incentivizes the Contractor	8%		

***Analysis and Patterns that Emerged.*** A cost reimbursable contract seemed to be the most suitable contract type for these battlefield contracts. The flexible nature of a cost contract and its ability to handle unknown circumstances was the primary reason for the selection of this contract type.

Combining the total scores, the top three answers for the reason behind the selection of an appropriate contract type for these battlefield contracts are rank ordered below according to frequency count:

- 1. Cost Reimbursable – Flexibility/Unknowns (41)
- 2. It Depends on the Type/Scope of Work (17)
- 3. Fixed Price – Requirements Defined/Later on in Conflict (17)

**IQ 13.** *If you could give the CO and PM any advice prior to acquiring the services of contractors on the battlefield, what would it be?*

**Results – DoD Policy Experts.**

All of these recommendations should be considered independently no matter where it originated from or how frequent of a response from the Policy Experts and Program Offices that it was. Thus, these recommendations will be discussed in more detail in Chapter 5. However, Table 94 highlights the most frequently identified recommendations from the Policy Experts compared with the Program Offices.

**Table 94. IQ #13 - Highest Frequency Comparison**

<b>Recommendations to CO and PM for COB Acq - 13</b>			
<b>Overall Policy Experts</b>	<b>%</b>	<b>Program Offices</b>	<b>%</b>
35 - Requirements Definition	66%	11 - Requirements Definition	85%
31 – Talk with Ktr/open lines of comm	58%	10 - Create Good IPT & Work together - Govt Team	77%
22 - Prepare for Contingency Beforehand - Planning	42%	10 - Talk with Ktr/Open Lines of Comm	77%
21 - Acquisition Planning and Analysis of CLS	40%	10 - Talk with your customer/Support the Warfighter	77%
18 - CRC - Support Obligations - Prepare Contractor	34%	9 - Acquisition Planning and Analysis of CLS	69%
17 - Create Good IPT & Work together - Govt Team	32%	9 - Clarify everyone's responsibilities	69%
		6 - Where is the System Going? What is it like? What's Available?	46%
		5 - CRC - Support Obligations - Prepare Contractor	38%
		5 - Coordinate in Theater	38%

**Analysis and Patterns that Emerged.** The pattern that emerged was that five recommendations from both the Policy Experts and the Program Offices matched.

Combining the total scores, the top five recommendations for Program Managers and Contracting Officers are rank ordered below according to frequency count:

- 1. Requirements Definition (46)
- 2. Talk with Contractor/Open Lines of Communication (41)
- 3. Acquisition Planning and Analysis of CLS (30)
- 4. Create Good IPT and Work Together – Government Team (27)
- 5. CRC – Support Obligations – Prepare Contractor (23)

**IQ 14.** *Historically, how have these contracts performed from start to finish (cost, schedule, performance, and responsiveness)?*

***Results – DoD Policy Experts.***

The four DoD Policy Experts provided an array of answers for this question, and the results are presented in Table 95.

**Table 95. DoD Policy Experts – IQ #14**

IQ 14.		DoD Personnel
Times Reported	Historical Performance	%
3	Overall - Very Well	75%
1	Costs - Needs Improvement	25%
1	Performance - Good	25%
1	Responsiveness - Good	25%
1	Some Problems	25%
0	Don't Know	0%

***Analysis and Patterns that Emerged.*** The pattern that emerged from the DoD Personnel is that they stated that contract performance was overall executed *Very Well*.

***Results – Contractor Policy Experts.***

The eight Contractor Policy Experts provided an array of answers for this question, and the results are presented in Table 96.

**Table 96. Contractor Policy Experts – IQ #14**

<i>IQ 14.</i>	<b>Contractor Personnel</b>	
<u>Times Reported</u>	<u>Historical Performance</u>	<u>%</u>
7	<i>Overall - Very Well</i>	88%
2	<i>Some Problems</i>	25%
2	<i>Cost - Good</i>	25%
1	<i>Performance - Good</i>	13%
1	<i>Don't Know</i>	13%
1	<i>Responsiveness - Good</i>	13%
1	<i>Schedule - Needs Improvement</i>	13%
1	<i>Customer Satisfaction - Great</i>	13%
1	<i>Customer Satisfaction - Needs Improvement</i>	13%
0	<i>Costs - Needs Improvement</i>	0%

***Analysis and Patterns that Emerged.*** *Very Well* had the highest frequency count for Contractor Policy Experts when describing the performance of these battlefield contracts. For example, SME #5 stated, “I think we executed the contract pretty well,” SME #12 stated, “I would like to think we are doing a good job,” and SME #10 stated, “My perspective is that we have done extremely well.”

***Results – Army Policy Experts.***

The ten Army Policy Experts provided an array of answers for this question, and the results are presented in Table 97.

**Table 97. Army Policy Experts – IQ #14**

IQ 14. Army Personnel		
<u>Times Reported</u>	<u>Historical Performance</u>	<u>%</u>
4	<i>Overall - Very Well</i>	40%
4	<i>Performance - Good</i>	40%
3	<i>Costs - Needs Improvement</i>	30%
3	<i>Responsiveness - Good</i>	30%
3	<i>Some Problems</i>	30%
2	<i>Don't Know</i>	20%
0	<i>Cost - Good</i>	0%
0	<i>Schedule - Needs Improvement</i>	0%
0	<i>Customer Satisfaction - Great</i>	0%
0	<i>Customer Satisfaction - Needs Improvement</i>	0%

***Analysis and Patterns that Emerged.*** The majority of Army Policy Experts stated that overall these contracts have been executed *Very Well*. However, the Army Policy Experts did report *Some Problems* at a fairly high frequency and highlighted the fact that cost control needs some improvement. SME #15 stated, “Obviously costs go up the more hostile the environment,” and SME #21 stated, “I think cost is unknown yet.” However, several Army Policy Experts argue that cost is a tradeoff. SME #17 stated, “I don’t think cost is necessarily an issue. If your performance is satisfactory, you are getting what you need, then you are happy to pay whatever you negotiate.” Also, SME #14 stated, “I think that performance is great and that the cost is always a tradeoff to performance.”

#### ***Results – Air Force Policy Experts.***

The thirty-one Air Force Policy Experts provided an array of answers for this question, and the results are presented in Table 98.

**Table 98. Air Force Policy Experts – IQ #14**

<i>IQ 14,</i>	<b>Air Force Personnel</b>	
<u>Times Reported</u>	<u>Historical Performance</u>	<u>%</u>
16	<i>Don't Know</i>	52%
9	<i>Some Problems</i>	29%
8	<i>Overall - Very Well</i>	26%
6	<i>Costs - Needs Improvement</i>	19%
5	<i>Responsiveness - Good</i>	16%
3	<i>Performance - Good</i>	10%
2	<i>Cost - Good</i>	6%
1	<i>Customer Satisfaction - Great</i>	3%
0	<i>Schedule - Needs Improvement</i>	0%
0	<i>Customer Satisfaction - Needs Improvement</i>	0%

***Analysis and Patterns that Emerged.*** The Air Force Policy Experts stated that they did not have any insight into the historical performance of these battlefield contracts. However, it should be noted that the Air Force Policy Experts that did report historical performance, essentially deadlocked on their outlook with eight saying these contracts performed *Very Well* and nine reporting *Some Problems*.

Also, the tradeoff of costs to performance was reported by several Air Force Policy Experts. SME #42 stated that he thought performance was excellent, but he thought there was “a down-side to it, there is a potential for a lot of extra cost.” SME #33 stated, “The cost overruns are typically found when you have something in development or a new piece of equipment that is going to be strapped onto an existing platform.” In these types of contracts, someone has to “make the call” as to whether performance or cost is the most important. For example, SME #38 stated, “I guess bottom-line is, what we really care about is, were we able to support the warfighter in that instance.” SME #50 stated, “Generally, I think people walk away from them satisfied. They might end up costing over cost, but you know we used a cost type contract because we didn’t know

what the scope of this would be.” Not only is the contract’s scope dynamic in these battlefield contracts, but the nature of the duty performed by these contractors raises their risks and ultimately the costs for the acquisition. For example, SME #53 stated, “All I know is that it has got to be more expensive sending people in there because the contractor has to compensate their employees with hazardous duty pay.”

***Results – Air Force Program Offices.***

Thirteen Air Force Program Offices that use contractors on the battlefield were interviewed and provided an array of answers for this question. The results are presented in Table 99.

**Table 99. Air Force Program Offices – IQ #14**

<u>Times Reported</u>	<u>Historical Performance</u>	<u>%</u>
11	<i>Overall - Very Well</i>	85%
2	<i>Don't Know</i>	15%
1	<i>Costs - Needs Improvement</i>	8%
1	<i>Performance - Good</i>	8%
1	<i>Some Problems</i>	8%
1	<i>Schedule - Real Good</i>	8%
0	<i>Responsiveness - Good</i>	0%
0	<i>Cost - Good</i>	0%
0	<i>Schedule - Needs Improvement</i>	0%
0	<i>Customer Satisfaction - Great</i>	0%
0	<i>Customer Satisfaction - Needs Improvement</i>	0%

***Analysis and Patterns that Emerged.*** The vast majority of Air Force Program Offices stated that these contracts have been executed *Very Well*. PO #4 stated, “They have a good reputation, they have a good record with this particular system, I have no complaints,” and PO #10 stated, “Our contractor has given us excellent performance on cost, schedule, and performance. They have been very responsive as well.” The Air

Force Program Offices seemed very satisfied with the historical performance of these contracts. For example, PO #7 stated, “They go the extra mile to meet the government’s schedule and to get things done on time.”

***Results – Policy Experts vs Program Offices.***

Table 100 is a side-by-side comparison of the descending accumulated frequency counts of the Policy Experts versus the Program Offices in regards to IQ #14, the historical performance of battlefield contracts.

**Table 100. IQ #14 - Policy Experts vs Program Offices**

Total for All Policy Experts			Total for All Program Offices		
E	<u>Historical Performance</u>	%	E	<u>Historical Performance</u>	%
22	Overall - Very Well	42%	11	Overall - Very Well	85%
19	Don't Know	36%	2	Don't Know	15%
15	Some Problems	28%	1	Costs - Needs Improvement	8%
10	Costs - Needs Improvement	19%	1	Performance - Good	8%
10	Responsiveness - Good	19%	1	Some Problems	8%
9	Performance - Good	17%	1	Schedule - Real Good	8%
4	Cost - Good	8%			
2	Customer Satisfaction - Great	4%			
1	Schedule - Needs Improvement Customer Satisfaction - Needs Improvement	2%			
1		2%			

Table 101 is a side-by-side comparison of the Policy Expert’s and the Program Office’s most frequently identified codings for the historical performance of these battlefield contracts.

**Table 101. IQ #14 - Highest Frequency Comparison**

<b>Historical Performance - 14</b>			
<b>Overall Policy Experts</b>	<b>%</b>	<b>Program Offices</b>	<b>%</b>
22 - Overall - Very Well	42%	11 - Overall - Very Well	85%
19 - Don't Know	36%	2 - Don't Know	15%
15 - Some Problems	28%	1 - Costs - Needs Improvement	8%
10 - Costs - Needs Improvement	19%	1 - Performance - Good	8%
10 - Responsiveness - Good	19%	1 - Some Problems	8%
9 - Performance - Good	17%	1 - Schedule - Real Good	8%

***Analysis and Patterns that Emerged.*** Overall, these contracts have been performed *Very Well* according to the Policy Experts and Program Offices. Although some people didn't have insight into the performance of such contracts, a high frequency of people reported *Some Problems*, mostly associated with cost control. Combining the total scores, the top four ratings for historical performance are rank ordered below according to frequency count:

- 1. Overall – Very Well (33)
- 2. Don't Know (21)
- 3. Some Problems (16)
- 4. Costs – Needs Improvement (11)

**IQ 15.** *What are the acquisition “best practices” for acquiring and managing the services of systems contractors on the battlefield?*

#### ***Results – DoD Policy Experts.***

All of the best practices put forth from the Policy Experts and Program Offices should be considered independently no matter how frequent of a response that it was or where the response originated. Thus, these best practices will be discussed in more detail in Chapter 5. Table 102 highlights the most frequently identified best practices from the Policy Experts compared with the Program Offices.

**Table 102. IQ #15 - Highest Frequency Comparison**

<b>Acquisition Best Practices - 15</b>			
<b>Overall Policy Experts</b>	<b>%</b>	<b>Program Offices</b>	<b>%</b>
27 - Good Communication	51%	10 - Good Communication	77%
16 - Requirements Definition	30%	9 - Strong Team / IPT / Good People	69%
14 - Strong Team / IPT / Good People	26%	5 - Requirements Definition	38%
11 - Prior Planning	21%	4 - Work Closely with the Contractor / Partner/Habitual Relationship	31%
10 - Rapid Execution	19%	3 - Prior Planning	23%
10 - Good contract language, Standardized	19%	3 - Contract Structure	23%
		3 - Rapid Execution	23%
		3 - Flexibility	23%
		3 - Good contract language, Standardized	23%

***Analysis and Patterns that Emerged.*** The pattern that emerged was that six of the top best practices from both the Policy Experts and the Program Offices matched. Combining the total scores, the top six best practices for Program Managers and Contracting Officers are rank ordered below according to frequency count:

- 1. Good Communication (37)
- 2. Strong Team / IPT / Good People (23)
- 3. Requirements Definition (21)
- 4. Prior Planning (14)
- 5. Rapid Execution (13)
- 6. Good Contract Language, Standardized (13)

**IQ 16.**      *Is there anything else you would like to add?*

***Results – DoD Policy Experts.***

All of these added comments should be considered independently of one another no matter from whom or from what organization the responses originated or how frequent of a response that it was. Table 103 highlights the most frequent additional comments from the Policy Experts compared with the Program Offices.

**Table 103. IQ #16 - Highest Frequency Comparison**

<b>Anything You Would Like to Add - 16</b>			
<b>Overall Policy Experts</b>	<b>%</b>	<b>Program Offices</b>	<b>%</b>
38 - N/A	72%	11 - N/A	85%
10 - Very Important Issue	19%	1 - Very Important Issue	8%
7 - Need Policy to Answer Questions	13%	1 - Small Business Step Needs Removed	8%
5 - Need to move faster	9%		
2 - Using COB now more than ever	4%		
2 - Acq Planning - Effects of CLS	4%		
2 - Standardization is key!	4%		

**Analysis and Patterns that Emerged.** Most of the Policy Experts and Program Offices had nothing more to add at the end of the interview, with an associated response of *N/A*. However, several highlighted the fact that this was a *Very Important Issue* and *Policy* has to be updated and/or modified.

**IQ 17.** *(Program Offices Only) What is the most difficult part of having a contract for contractors on the battlefield?*

**Results – All Policy Experts.**

All of these added comments should be considered independently of one another no matter from what organization the responses originated or how frequent of a response that it was. Table 104 highlights the Program Office's comments on the most difficult part of having a contract for contractors on the battlefield.

**Table 104. Frequency Analysis for Programs that use COB (IQ 17).**

<u>Times Reported</u>	<u>Most Difficult Part?</u>	<u>%</u>
2	<i>Not difficult at all</i>	15%
2	<i>N/A</i>	15%
2	<i>Coordination</i>	15%
2	<i>Having the Right Clauses</i>	15%
1	<i>Pay Rates</i>	8%
1	<i>Contractor Deployment Length</i>	8%
1	<i>Force Protection</i>	8%
1	<i>Open Endedness of Everything</i>	8%
1	<i>Incremental Funding</i>	8%
1	<i>Contractor Selection</i>	8%
1	<i>Integration of Contractor with Military</i>	8%
1	<i>Contractor Responsiveness</i>	8%

***Analysis and Patterns that Emerged.*** Although a pattern or theme is not evidently clear among the program offices, each point is valid. The Table does highlight the most frequently identified recommendations from the Program Offices. Combining the total scores, the top four Program Office responses to this investigative question are rank ordered below according to frequency count:

- 1. Coordination (2)
- 2. Having the Right Clauses (2)
- 3. N/A (2)
- 4. Not Difficult at All (2)

Although there were only two responses that recognized that the *Having the Right Clauses* was one of the most difficult parts of having a battlefield contract, this is a theme that has continued throughout this multiple case study analysis. Contract structure and clear communications are critical in this type of acquisition. Although there are twelve different codings for this example, they all appear to revolve around these themes. For example, PO #7 stated that you must “have the right type of contract structure,” PO #12 stated, “establishing these extra, or more clear contractual terms was difficult,” and PO

#11 stated, “Just trying to keep and make sure that we have the appropriate clauses in the contract.” The difficulty of establishing clear expectations was also reported by another program office with a different coding of *Open Endedness of Everything*. Another Program Office talked about the ability to expedite contractor service on the battlefield, and asked the question, “can you push the contractor system enough legally” (PO #13, Air Force Interview, 2004). Along this same line of communicating clear expectations and developing the right clauses and contract structure, several Program Offices discussed the troublesome issue of coordination. PO #8 stated, “We just have to make sure that the coordination chain is there,” and PO #10 stated, “I think the most difficult thing is integrating that contractor with the active duty force and making those two different worlds communicate together.”

**IQ 18.** *(Program Offices Only) Does the FAR and other policy support the use of contractors on the battlefield? In other words, were you “blazing new paths” as you went, or was their/is their policy that you could use as guidance? Please specify.*

***Results – All Policy Experts.***

All of these added comments should be considered independently of one another no matter from what organization the responses originated or how frequent of a response that it was. Table 105 highlights the Program Office’s comments on their characterization of the policy and guidance that is available to facilitate the acquisition of contractor support on the battlefield.

**Table 105. Frequency Analysis for Programs that use COB (IQ 18).**

<u>Times Reported</u>	<u>FAR/Policy Support COB?</u>	<u>%</u>
6	No	46%
5	Yes	38%
4	Hard to Find	31%
2	N/A	15%
1	Travel Regs	8%

***Analysis and Patterns that Emerged.*** The Table highlights the most frequently identified responses from the Program Offices. The top three Program Office responses to this investigative question are rank ordered below according to frequency count:

- 1. No (6)
- 2. Yes (5)
- 3. Hard to Find (4)

There is definitely a theme generated from the Program Offices in response to this question. The highest frequency response was *No*, and *Yes* was next. However, several of the individuals that stated *Yes* also stated that this policy was difficult to find. There appears to be a problem with the acquisition guidance and policy that is already established. For example, PO #2 stated, “I don’t know of any one place all that stuff is,” PO #5 stated, “The information is all over the place,” and PO #12 stated, “They need to have somebody up at AQ on the staff gathering all of the guidance.” Another program office stated that the clauses might need some updating and/or revising after lessons learned are collected.

**IQ 19.**      (*Program Offices Only*) *Did you model your battlefield contract off of any other program’s contract? If so, why and what program and why?*

### ***Results – All Policy Experts.***

Table 106 highlights the Program Office’s responses on their use of other program’s documents and/or communication with other programs that use contractors on the battlefield.

**Table 106. Frequency Analysis for Programs that use COB (IQ 18).**

<u>Times Reported</u>	<u>Model off of or talk with other programs?</u>	<u>%</u>
9	No	69%
3	Yes	23%
1	N/A	8%

***Analysis and Patterns that Emerged.*** The Table highlights the most frequently identified responses from the Program Offices. The top three Program Office responses to this investigative question are rank ordered below according to frequency count:

- 1. No (9)
- 2. Yes (3)
- 3. N/A (1)

There is definitely a theme generated from the Program Offices in response to this question. The highest frequency response was *No*. For example, PO#12 stated, “We kind of did our own research and ran with it,” and PO #4 stated that programs “. . . don’t hear everything that is going on.” There appears to be a lack of communication and coordination in the acquisition corps about the topic of contractors on the battlefield.

### ***Chapter Summary***

This chapter described the data collected from the interviews with the various case study groups. Results of the content analysis and pattern matching were presented,

and emerging themes and patterns were documented from the various case study groups, DoD Policy Experts, Contractor Policy Experts, Army Policy Experts, Air Force Policy Experts, and Air Force Program Offices. These themes were compared, contrasted, and grouped in Chapter IV. Overall, there seem to be many problems and lots of confusion associated with the acquisition of contractors on the battlefield. Chapter V analyzes the results in more detail as they relate to the overall research questions, offers some best practices and lessons learned in this area of acquisition, draws tentative conclusions, discusses limitations to the research, and suggests recommendations for future research.

## **V. Discussion, Conclusions, and Recommendations**

### ***Chapter Overview***

The purpose of this research Chapter IV provided the data collection and analyzed the results of the interviews with the subject matter experts in the various case study groups. Chapter V draws conclusions from the data analysis and makes recommendations to Air Force acquisition professionals with regards to acquiring the services of contractors on the battlefield. As Patton (1990) observed:

It is important to understand that the interpretive explanation of qualitative analysis does not yield knowledge in the same sense as quantitative explanation. The emphasis is on illumination, understanding, and extrapolation rather than causal determination, prediction, and generalization.

Chapter V draws conclusions, using the data analysis from the investigative questions to answer this study's overall research question. Next, implications for the Air Force Acquisition Professional are highlighted as best practices and lessons learned are discussed. This study concludes with a brief discussion on the limitations of this research, recommendations for future research, and a final summary.

### ***Conclusions & Recommendations***

The investigative questions were mapped to each research question in Chapter III. This section answers the research questions using the data collected from the interviews and the content analysis and pattern matching executed in Chapter IV.

**Research Question 1** asked (Policy Experts Only) “What Air Force programs have used or are using contractors on the battlefield to support their weapon systems?” This question was answered through the following investigative question.

*IQ 1: What programs, if any, are you aware of that use contractors on the battlefield?*

***RQ 1 - Conclusions.***

Over forty different programs and/or services that used contractors on the battlefield were highlighted by the Policy Experts. Contractors on the battlefield are used by a diverse group of program offices, across the services, providing different support, on various weapon systems with different associated missions, in various stages of their acquisition lifecycles. Some of the programs appear to be well known, while others are not well known. The use of contractors on the battlefield within the Air Force is plentiful; however, knowledge in this area among Policy Experts seems to be compartmentalized.

***RQ 1 - Recommendations.***

I would recommend that the various program offices, policy experts, contractor personnel, and warfighters that use these systems meet on an annual basis to share experiences, lessons learned, and best practices in this area of acquisition. I would also recommend that an all-encompassing Air Force specific website as well as a DoD-wide website be created to share this type of information. SAF/AQ and AFMC have portals allotted to warfighter contracts, but they seem to be missing a critical piece. Lessons learned, best practices, and a listing of the programs (with POC information) that use contractors on the battlefield are simply not captured. These websites provide a splatter of policy information and disjointed guidance.

**Research Question 2** asked “What support obligations do the government and the contractor have prior to deployment and during deployment?” This question was answered through a series of investigative question.

*IQ 2: What support obligations do the USG and the contractor have prior to and during deployment?*

**RQ 2 (IQ 2) - Conclusions.**

Support obligations are different, on different contracts and different tasks within the same program, and from program to program and service to service. Many of the Policy Experts and Program Offices had very different opinions on the type and quantity of support that the government has provided or should be providing to these battlefield contractors. There appeared to be confusion on this issue as well as where exactly to address these support obligations in the contract, but a theme emerged that these support obligations must be carefully specified somewhere in the battlefield contracts.

*IQ 3: How has the AF handled these obligations in the past? Please explain.*

**RQ 2 (IQ 3) - Conclusions.**

There appears to be an ad-hoc approach taken by programs using contractors on the battlefield, ultimately leading to problems and confusion on behalf of the program offices, contractors, and theater commanders. Joint guidance, education, and training seem to be lacking in this area and programs and contractors alike do a poor job anticipating support requirements for deploying contractor personnel. These contracts lack the detail that is needed to clearly communicate obligations to both the government and the contractor. Several Program Offices stated that they were removed from handling the support obligations, and confusion was the theme for this investigative question.

*IQ 4: What legal implications are present when hiring contractors on the battlefield?*

**RQ 2 (IQ 4) - Conclusions.**

There appears to be many severe legal implications when acquiring the services of contractors on the battlefield. Furthermore, liability issues, local laws and discipline, and contractor status all emerged as themes within this investigative question. Also, the contract appears to be the best place to capture and address any legal implications that might come about on the battlefield, and it looks as though these contracts are not written in a way that facilitates this issue. There appears to be confusion and a non-standardized approach with regards to these issues.

*IQ 5: How have we addressed these legal implications in the past?*

**RQ 2 (IQ 5) - Conclusions.**

The lack of collected, all-encompassing guidance and lack of contract language addressing these legal implications appears to be causing some problems and confusion. There seems to be no all-encompassing document to help acquisition professionals learn about the issues and properly address them in their contracts. Most of the acquisition professionals did not know exactly how they were handling the legal implications, and confusion surrounded this issue.

*IQ 6: What other recommendations do you have to address these implications?*

**RQ 2 (IQ 6) - Conclusions.**

There appears to be a lack of solid DoD guidance and policy addressing support obligations and legal implications for acquiring the services of contractors on the battlefield. Also, standardization and consistency are also lacking within each service and across the various services for specific contract language to address support

obligations and the legal implications. It appears that that a clearly written, thorough contract that is understood by all parties would rectify problems in this area. The contract requirements must be clearly addressed, defined, and clarified.

***RQ 2 Recommendations.***

First, standardization in the way the Air Force, or DoD for that matter, addresses its support obligations and legal implications is critical. I recommend that Special H Clauses be drafted and made part of these battlefield contracts. A standardized clause should be drafted for battlefield support obligations. Furthermore, this clause can be in outline form with “fill-ins” required, because as previously mentioned, support obligations change depending on the mission and location of the support. As far as the legal implications, I also would recommend that an additional Special H Clause be drafted to include in these battlefield contracts. This clause should reference the specific SOFA and MEJA 2000, while pointing out that local laws and theater specific laws must be formally followed. Finally, this second H Clause addressing legal implications should clearly state that if there are discipline problems in the theater of operations, that contractor personnel can be removed from the area of operation and sent back to CONUS. These H Clauses should be made available to COs and PMs as part of the website mentioned previously.

Joint guidance is also a recommendation; however, currently a Draft DFARS Clause and DODI are being worked. This should help alleviate some of the confusion among the services and contractor personnel working for the different services on the battlefield.

Also, education and training are critical for the COs and PMs in addressing legal and support obligations. I recommend that DAU develop an on-line course for these individuals involved in acquiring the services of contractors on the battlefield. This course should address legal implications and support obligations and delineate how these items should be clearly addressed in the battlefield contracts.

Finally, communication of expectations is critical for these battlefield contracts. The Special H Clauses should clarify these support obligations. One recommendation that was provided by a Policy Expert was to have a pre-award conference addressing the legal implications and support obligations. However, I would also suggest having a post-award conference and detailing this information. At this conference, I would have the CRC, Det, or organization responsible for equipping and/or deploying the contractor personnel, involved in this conference and brief their expectations and policies.

**Research Question 3** asked “What contractual language, clauses, supplements, and/or documentation are required to effectively structure contracts with defense contractors on the battlefield? This Research Question was broken down into three separate, subsidiary questions.

**Subsidiary Question 3a** asked “What attachments to the contracts have been used to provide support and training to defense contractors on the battlefield?” This question was answered through the following three investigative questions.

*IQ 7-1: From a contractual standpoint, please explain how standard FAR Clauses are used in a battlefield contract.*

#### ***RQ 3a (IQ 7-1) - Conclusions.***

The majority of the Policy Experts and Program Offices were not aware of, or could not recall any specific battlefield clauses. Many individuals were cognizant of the fact that there were several battlefield, overseas clauses that needed to be made part of

these contracts. The Defense Base Act and War Hazards Compensation clause were the two clauses that are critical for these contracts, and Capture and Detention and Anti-Terrorism Force Protection Policy are as well.

***RQ 3a (IQ 7-1) - Recommendations.***

Training and education are very important. Air Force COs must not only realize that these contracts are special and require specific FAR Clauses, but they must know what these clauses are. One Policy Expert provided me with a list of specific clauses that need to be placed in these overseas contracts. This all-encompassing list of clauses should be considered by COs who are using or contemplating the use of contractors on the battlefield, and this list should be made available to COs on the website that was previously mentioned. The list of clauses is as follows:

***FAR Clauses***

- 52.203-5      Covenant Against Contingent Fees
- 52.203-7      Anti-Kickback Procedures
- 52.203-8      Cancellation, Recission and Recovery of Funds for Illegal or Improper Activity
- 52.222-29      Notification of Visa Denial
- 52.228-3      Workers' Compensation Insurance (Defense Base Act)
- 52.228-4      Workers' Compensation and War-Hazard Insurance Overseas

***DFARS Clauses***

- 252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country
- 252.209-7002 Disclosure of Ownership or Control by a Foreign Government
- 252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country
- 252.212-7000 Offeror Representations and Certifications – Commercial Items

252.216-7003 Economic Price Adjustment – Wage Rates or Material Prices Controlled by the Government of a Terrorist Government

252.217-7000 Exercise of Option to Fulfill FMS Commitments

252.222-7002 Compliance with Local Labor Laws (Overseas)

252.222-7004 Compliance with Spanish Social Security Laws and Regulations

**[Note: The clauses from 252.225-7000 to 7043 are always to be considered; use as applicable. The next five clauses below must be in the contract unless otherwise excepted]**

252.225-7017 Prohibition on Award to Companies Owned by the People's Republic of China (FEB 2000)

252.225-7026 Reporting of Contract Performance Outside the United States (JUN 2000)

252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (MAR 1998)

252.225-7028 Exclusionary Policies & Practices of Foreign Governments (DEC 1991)

252.225-7031 Secondary Arab Boycott of Israel (JUN 1992)

252.225-7032 Waiver of United Kingdom Levies (*applies when U.K. firms participate*)

252.228-7000 Reimbursement for War-Hazard Losses (*only when FAR 52.228-4 is used*)

252.228-7003 Capture and Detention

252.228-7006 Compliance with Spanish Laws and Insurance

**[Note: Include the appropriate tax clause(s) from 252.229-7000 to 7010 as applicable]**

252.232-7002 Progress Payments for Foreign Military Sales Acquisitions

252.232-7008 Assignment of Claims (Overseas)

252.233-7001 Choice of Law (Overseas)

252.236-7010 Overseas Military Construction – Preference for U.S. Firms

252.236-7011 Overseas A&E Services – Restrictions to U.S. Firms

252.246-7002 Warranty of Construction (Germany)

252.247-7023 Transportation of Supplies by Seas

252.249-7002 Notification of Anticipated Contract Termination or Reduction

#### **AFFARS Clause**

5252.225-9000 Evidence of Shipment on FMS Contracts

*IQ 7-2: From a contractual standpoint, please characterize the nature of these battlefield SOWs.*

***RQ 3a (IQ 7-2) - Conclusions.***

It appears that battlefield SOWs should be written in a general fashion to allow for flexibility. However, the way in which the SOWs are written for this battlefield support is really dependent on the risk, mission/requirements, and location of the contractors on the battlefield. The program offices, contractors, and theater commanders all need to be able to adapt to the dynamic battlefield environment and the SOWs need to be as flexible as possible.

***RQ 3a (IQ 7-2) - Recommendations.***

It is interesting to note that in RQ 2, the support requirements and legal implications need to be clearly understood by all parties involved and clearly captured in the contract. The answer to RQ 3 is that the SOW, the requirements definition, need to be captured fully as well. However, I recommend that the structure of these battlefield SOWs be changed. I recommend that the known requirements be handled and captured in the SOW just as they would in a CONUS SOW. I also recommend that Reserved Paragraph Headings be placed in the SOW for requirements that *might* need to be met in the future so that the acquisition is properly scoped and the contract and requirements documents can be easily modified if need be.

*IQ 8: What attachments to the contracts have been used to provide support and training to defense contractors on the battlefield?*

***RQ 3a (IQ 8) – Conclusions.***

A lot of people did not actually know where the support and training requirements should be captured in the contract. Of the individuals that knew, the majority stated that the SOW was the best place.

***RQ 3a (IQ 8) - Recommendations.***

I recommend that the support and training requirements be captured in the contract. As previously mentioned, the support requirements should be captured with a Special H Clause and then briefly talked about in the SOW (which references the H Clause). I recommend that training requirements be stipulated in an H Clause as well, briefly explained in the SOW, and referenced back to the H Clause. I also recommend that the Air Force develop a consistent policy on training requirements and equipment. In other words, the Air Force will provide all contractors on the battlefield their chemical protective gear and training, or they will not. But it has to be consistent across the board to all contractors in all locations.

***Subsidiary Question 3b*** asked “How have past contracts been structured and/or negotiated to acquire the services of defense contractors on the battlefield? This question was answered through the following two investigative questions.

*IQ 9-1: How have past contracts been structured to acquire the services of defense contractors on the battlefield?*

***RQ 3b (IQ 9-1) - Conclusions.***

Most of the Policy Experts did not know and could not recommend a particular contract structure. However, the BOA was the contract structure most frequently selected

by both Policy Experts and Program Offices and the other recommendation for these battlefield contracts was to issue a separate contract all together.

***RQ 3b (IQ 9-1) - Recommendations.***

This researcher cannot recommend that a BOA should be used in all instances. The contract structure really depends on the nature of the program office, mission requirements, risk, cost structure, etc.. However, I recommend that these battlefield acquisitions or support actions be segregated from other program activities. This segregation will not only give the program office better insights into cost and performance, but it will also keep the contractual vehicle flexible.

*IQ 9-2: How have past contracts been negotiated to acquire the services of defense contractors on the battlefield?*

***RQ 3b (IQ 9-2) - Conclusions.***

The negotiations for battlefield support appear to be more difficult and/or complex due to the expedient nature, additional requirements, clauses, support obligations, and legal implications involved with these contracts.

***RQ 3b (IQ 9-2) - Recommendations.***

There are several recommendations that I have to address the difficult nature of these contracts. First, education and training of Air Force COs is a must in this area. The majority of our weapon systems and developmental systems use some type of battlefield support. The nuances of battlefield contractors certainly call for training, whether it be an on-line course or a one week DAU site course. Second, standardization needs to be institutionalized. Section H Clauses, Regulations, FAR Clauses need to be developed and an all-encompassing website with lessons learned, best practices, checklists of

support obligations, and samples of good contracts need to be captured so that people do not have to “re-invent the wheel,” and scrounge around for policy and guidance.

**Subsidiary Question 3c** asked “What attachments to the contracts have been used to clarify defense contractors’ roles and responsibilities on the battlefield?” This question was answered through the following investigative question.

*IQ 10: What attachments to the contracts have been used to clarify defense contractors’ roles and responsibilities on the battlefield? In other words, who does/should the contractor report to in the field?*

***RQ 3c (IQ 10) - Conclusions.***

The Contracting Officer, COTR, and ACO were the highest selected POCs for contractors on the battlefield. However, the nature and complexity of this multiple interface chain of command has and will continue to cause problems for the contractor and government.

***RQ 3c (IQ 10) - Recommendations.***

First, the chain of command or reporting structure for the battlefield contractor, whatever it is, should be stipulated in the contract in another H Clause. For instance, the H Clause could read:

H-XXX The contractor shall report back through the ACO’s office on any contractual issues.

ACO Location: Street, City, Country

ACO Telephone Numbers: Office, Cell

ACO E-mail Address:

In other words, the guidance for the contractor should be in the contract and should be very specific.

Second, I recommend that the program offices communicate more frequently with the warfighting community in the field. More warfighters that are deployed with the weapon systems and the contractors should be properly trained and designated COTRs

and act as a liaison between the contractor, warfighter, theater commander, and acquisition community. There appears to be a lack of COTRs as stipulated by the Policy Experts and Program Offices.

**Research Question 5** asked “Historically, how have these contracts performed from start to finish (cost, schedule, performance, and responsiveness)?” This question was answered through the following investigative question.

*IQ 14: Historically, how have these contracts performed from start to finish (cost, schedule, performance, and responsiveness)?*

***RQ 5 (IQ 14) - Conclusions.***

Overall, these battlefield contract have been performed very well according to the Policy Experts and Program Offices. However, some problems were reported and the cost performance seemed to be the category of most concern. There appears to be a significant tradeoff between performance and cost in these types of contracts.

***RQ 5 (IQ 14) - Recommendations.***

I have several recommendations for addressing this cost ~ performance tradeoff that is present in battlefield contracts. First, the acquisition community, contractors, warfighters, and pentagon staff must be in constant contact from the onset of such acquisitions. An accurate requirements definition must be spelled-out as best as these parties can and a risk management plan must be developed, capturing any and all possible contingencies. Second, a cost estimate must be developed and these contingencies must be taken into account. Third, if approved, the program offices must receive full funding for their effort. As PO #5 stated,

No one knew how long it was going to last, so we would get funded one month at a time. Every month you are doing a funding action to incrementally fund your contract...knowing that you have

to give your contractor a 30 day notice or they are coming home.  
(Air Force Interview, 2004).

### ***Implications for the Air Force Acquisition Professional***

**Research Question 4** asked “What are the lessons learned from these programs using contractors on the battlefield? This question was answered through a series of investigative questions.

*IQ 11: What are the lessons learned from these programs using contractors on the battlefield?*

#### ***RQ 4 (IQ 11) - Conclusions.***

One of the lessons learned was that Air Force programs that use contractors on the battlefield do not capture lessons learned, and/or if they do, no one seems to know where to look for them. With that being said, the accumulated lessons learned from the Policy Experts and Program Offices that were interviewed, are captured under the recommendations heading in Table 107. The lessons learned stand by themselves and are presented in rank order according to their combined frequency count.

#### ***RQ 4 (IQ 11) - Recommendations.***

38 Lessons Learned were collected and as previously stated, all of them have merit and can prove useful to the acquisition professional and Air Force program office that is contemplating using contractors on the battlefield or already is using contractors on the battlefield. These lessons learned are knowledge that should be shared within the Air Force and across the DoD. The Lessons Learned are presented in order of highest frequency count in Table 107.

**Table 107. IQ #11 – Accumulated Lessons Learned**

<b><u>Lesson Learned</u></b>	<b>F</b>	<b>%</b>
<i>Clear Communication</i>	29	44%
<i>Requirements Definition</i>	27	41%
<i>Good Acquisition Planning with All Parties</i>	23	35%
<i>Theater Coordination</i>	18	27%
<i>Better support to the contractor - Understand our Obligations</i>	18	27%
<i>Think of everyone as a team - Contractor &amp; Govt</i>	17	26%
<i>Don't have any lessons learned/Need to Capture Them</i>	14	21%
<i>A good contract</i>	14	21%
<i>Understand/Integrate Contractors into our Force Structure</i>	13	20%
<i>Have a contingency Process in place - Anticipate Need to Deploy - Have Kit Ready and T&amp;Cs</i>	12	18%
<i>Inform the Ktr personnel, provide them info on job and area</i>	10	15%
<i>Flexibility</i>	9	14%
<i>Education &amp; Training &amp; Exercises</i>	9	14%
<i>Single POC for Contracting In Theater</i>	8	12%
<i>CONUS COs Need To Understand These Contracts</i>	8	12%
<i>N/A</i>	7	11%
<b>INSTITUTIONALIZATION</b>	7	11%
<i>Contractor Accountability</i>	6	9%
<i>ACO Support</i>	4	6%
<i>Share Information From Other Agencies/Services</i>	3	5%
<i>Contractors are patriotic and do a great job</i>	3	5%
<i>Force Protection Important</i>	3	5%
<i>Transportation in and out of country</i>	3	5%
<i>Speed is King</i>	3	5%
<i>Risks associated with other program requirements</i>	3	5%
<i>Policy Needs to Catch up (Liability)</i>	2	3%
<i>Better Job with Visas</i>	2	3%
<i>Consistency Across Services</i>	2	3%
<i>Train Combatant Commander in Acquisition</i>	2	3%
<i>Keep Up Quality Assurance</i>	2	3%
<i>Incentive Pay For Contractors</i>	2	3%
<b>Need a Central Repository for Guidance</b>	2	3%
<i>Lack of Manpower that cannot support Schedule</i>	1	2%
<i>SOFA - Help</i>	1	2%
<i>Programming of Funds</i>	1	2%
<i>Take Ownership of Prototype</i>	1	2%
<i>Re-think Outsourcing</i>	1	2%
<i>Different Uniform for Ktrs</i>	1	2%

*IQ 12-1 and 12-2: When drafting a battlefield contract, what contract type would be most suitable and why?*

***RQ 4 (IQ 12-1 and IQ 12-2) - Conclusions.***

*Cost Reimbursable, It Depends, and Fixed Price* were the responses to this investigative question with the highest frequencies. The majority of the program offices did use a cost reimbursable type contract, however. The reasons provided by the Policy Experts and Program Offices for choosing this type of contract were because of its inherent flexibility and ability to handle the unknowns.

***RQ 4 (IQ 12-1 and IQ 12-2) - Recommendations.***

The only recommendation I have for choosing a contract type for these battlefield contracts is that it is situational-dependent: no one type of contract should be mandated. Cost reimbursable appears to be the appropriate choice for contracts where contractors are in a volatile battlefield environment, where circumstances and requirements are dynamic. As circumstances settle down, and the acquisition and area of operation moves into the sustainment phase, one should look at changing the contract to a fixed price type, shifting more of the risk to the contractor, and further developing the definition of requirements.

*IQ 13: If you could give the CO and PM any advice prior to acquiring the services of contractors on the battlefield, what would it be?*

***RQ 4 (IQ 13) - Conclusions.***

The accumulated recommendations from the Policy Experts and Program Offices that were interviewed are presented in Table 108. These recommendations stand by themselves and are presented in rank order according to their combined frequency count.

#### **RQ 4 (IQ 13) - Recommendations.**

26 Recommendations were collected and as previously stated, all of them have merit and can prove useful to the acquisition professional and Air Force program office that is contemplating using contractors on the battlefield or who already are using contractors on the battlefield. These recommendations are knowledge that should be shared within the Air Force and across the DoD. The Recommendations are presented in order of highest frequency count in Table 108.

**Table 108. IQ #13 – Accumulated Recommendations**

<u>Recommendations to CO and PM for COB Acq.</u>	<u>F</u>	<u>%</u>
<i>Requirements Definition</i>	46	70%
<i>Talk with Contractor/Open Lines of Communication</i>	41	62%
<i>Acquisition Planning and Analysis of CLS</i>	30	45%
<i>Create Good IPT &amp; Work together - Govt Team</i>	27	41%
<i>Prepare for Contingency Beforehand - Planning</i>	23	35%
<i>CONUS Replacement Center - Support Obligations - Prepare Contractor</i>	23	35%
<i>Clarify everyone's responsibilities</i>	18	27%
<i>Talk with your customer/Support the Warfighter</i>	18	27%
<i>Where is the System Going? What is it like? What's Available?</i>	17	26%
<i>Coordinate in Theater</i>	17	26%
<i>Put in the right clauses</i>	11	17%
<i>Review Policy Out there on COB/Research</i>	9	14%
<i>Talk to People who have done it - Review Lessons Learned</i>	8	12%
<i>Work the Money Issue</i>	6	9%
<i>Define Risks</i>	6	9%
<i>Transportation - TPFD</i>	6	9%
<i>Get lawyers involved right away</i>	5	8%
<i>Need a ROM - Agreement on ROM</i>	4	6%
<i>Sole Source</i>	3	5%
<i>Contracting Vehicle Selection/Have at least a CLIN for COB</i>	3	5%
<i>Invoke Crisis Planning</i>	3	5%
<i>Look around at other services for help as well</i>	3	5%
<i>Contractor Oversight In Theater &amp; Accountability</i>	2	3%
<i>Mitigate Risks</i>	2	3%
<i>Best Value Award</i>	1	2%
<i>Scrutinize Contractor's Compensation Policies</i>	1	2%

**Research Question 6** asked “What are the acquisition “best practices” for acquiring and managing the services of systems contractors on the battlefield? This question was answered through a series of investigative questions.

*IQ 15: What are the acquisition “best practices” for acquiring and managing the services of systems contractors on the battlefield?*

***RQ 6 (IQ 15) - Conclusions.***

The accumulated Best Practices from the Policy Experts and Program Offices that were interviewed are presented in Table 109. These Best Practices stand by themselves and are presented in order of highest frequency.

***RQ 6 (IQ 15) - Recommendations.***

29 Best Practices were collected and as previously stated, all of them have merit and can prove useful to the acquisition professional and Air Force program office that is contemplating using contractors on the battlefield or who already are using contractors on the battlefield. These Best Practices are knowledge that should be shared within the Air Force and across the DoD. The Best Practices are presented in order of highest frequency count in Table 109.

**Table 109. IQ #15 – Accumulated Recommendations**

<u>Acquisition Best Practices</u>	<u>E</u>	<u>%</u>
<i>Good Communication</i>	37	56%
<i>Strong Team / IPT / Good People</i>	23	35%
<i>Requirements Definition</i>	21	32%
<i>Prior Planning</i>	14	21%
<i>Rapid Execution</i>	13	20%
<i>Work Closely with the Contractor / Partner/Habitual Relationship</i>	12	18%
<i>Clear Guidelines for Contractors/Guidance/Policy</i>	12	18%
<i>Contract Structure</i>	11	17%
<i>Flexibility</i>	10	15%
<i>Coordinate Forward to the Theater - Find POC, Learn about Environment</i>	9	14%
<i>Contracting Single POC</i>	8	12%
<i>Education/Training/Read about Subject</i>	6	9%
<i>Make sure system is supportable</i>	6	9%
<i>Contractor Accountability</i>	4	6%
<i>Good contract language, Standardized</i>	4	6%
<i>Integrity of Award Fee Process</i>	4	6%
<i>Track Costs Well</i>	3	5%
<i>Outstanding Acquisition Strategy Plans &amp; Source Selection Process</i>	3	5%
<i>Funding is There</i>	2	3%
<i>Information Technology</i>	2	3%
<i>Reachback</i>	2	3%
<i>Documentation</i>	2	3%
<i>Move from Contingency-Sustainment quickly</i>	1	2%
<i>See what others have done/ACEs/Best Practices/Lessons Learned</i>	1	2%
<i>Leverage Commercial Sector Capabilities</i>	1	2%
<i>Clarify Force Protection</i>	1	2%
<i>CCB Process</i>	1	2%
<i>Support the Warfighter</i>	1	2%
<i>Good Sub-K Management</i>	1	2%

*IQ 16: Is there anything else you would like to add?*

***RQ 6 (IQ 16) - Conclusions.***

Although there was a limited amount of additional comments at the end of the interviews from the interviewees, the additional comments are presented in Table 110.

***RQ 6 (IQ 16) - Recommendations.***

11 additional codings of comments were collected and all of them have merit and can prove useful to the acquisition professional and Air Force program office that is

contemplating using contractors on the battlefield or who already are using contractors on the battlefield. These Additional Comments provide insight into further lessons learned, best practices, and recommendations in this area of battlefield acquisition and this knowledge should be shared within the Air Force and across the DoD. The Additional Comments are presented in order of highest frequency count in Table 110.

**Table 110. IQ #16 – Accumulated Recommendations**

<u>Anything You Would Like to Add</u>	<u>F</u>	<u>%</u>
N/A	49	74%
<i>Very Important Issue</i>	11	17%
<i>Need Policy to Answer Questions</i>	7	11%
<i>Need to move faster</i>	5	8%
<i>Using COB now more than ever</i>	2	3%
<i>Acq Planning - Effects of CLS</i>	2	3%
<i>Standardization is key!</i>	2	3%
<i>The People Factor</i>	1	2%
<i>Train/Educate Combatant Cmr is Acq</i>	1	2%
<i>Sponsored Reserve</i>	1	2%
<i>Look at Army</i>	1	2%
<i>Small Business Step Needs Removed</i>	1	2%

### ***Limitations of the Research***

There are two major limitations to this research – the researcher himself and the case study methodology selected for this study.

The first limitation of this research came from the researcher himself. The researcher had eight years of contracting experience and was involved with acquiring spare parts, commodities, services, construction, and major weapon systems. The researcher's last assignment was at Global Hawk, where he worked on the battlefield contract for Operation Enduring Freedom. However, the researcher presented and analyzed data from over 53 SMEs and 13 Program Offices. This limitation and/or bias

was alleviated through the thorough analysis and presentation of all data, although coding might have been skewed due to personal experiences in the field.

The second limitation is the case study design which has certain limitations when attempting to generalize conclusions and recommendations. The SMEs that were interviewed all had different experience levels which affected the data. The Program Offices all supported different weapon systems, with different missions, in different parts of their life cycle. Furthermore, the Policy Expert case study groups were not comprised of equal amount of SMEs, with DoD comprised of only four Policy Experts and the Air Force group comprised of 31 Policy Experts. Although intentional, this definitely had an effect on the outcomes of this research, as the Air Force Policy Experts opinions were more heavily weighted than the other Policy Experts.

### ***Recommendations for Future Research***

The study of the use contractors on the battlefield from an acquisition, systems contracting perspective, is relatively new. Also, there are several recommendations for future study based off of this study's data, conclusions, and recommendations. Future researchers should consider the following recommendations for future study:

- A more detailed study of Air Force program offices and their contractual documents, using a questionnaire that would provide for more responses.
- A study comparing and contrasting Army programs versus Air Force programs that use contractors on the battlefield.
- A study that seeks the warfighter's opinion and compares it with the program office and contractor opinions.
- A study of the policy and laws that have been established and their overall effects on battlefield acquisition.

- A study of the Draft DODI and the Draft DFARS Clause and comparison to the results and conclusions of this study, with recommendations for modification to that clause and joint policy.
- A study that analyzes best practices, lessons learned, and recommendations from the three main categories of contractors on the battlefield: theater support, external support, and systems contractors.
- Also, other information was collected at the end of this investigation that would be excellent areas for future study. These documents include the Draft DFARS Clause, Draft DODI, General Counsel recommendations, attorney research paper on battlefield clauses, attorney provided set of standard overseas/battlefield clauses, a full Army report on the accountability of contractors on the battlefield from Operation Iraqi Freedom, very recent policy memos regarding contractors on the battlefield, and a Draft Army report of case study research concerning Army weapon system platforms and the standardization of battlefield acquisition within those cases. The researcher will hold onto this information for possible future study.

### ***Conclusion***

Contractors have been used to support our warfighters and weapon systems for hundreds of years. However, preliminary results of this exploratory study tentatively provide some recognition that there are problems in this area of acquisition. This initial analysis and study of the current battlefield acquisition process and offered conclusions, recommendations, lessons learned, and best practices to be shared throughout the Air Force acquisition corps and DoD. There are limitations to this investigation; however, the underlying premise of this research was to help the acquisition professional in their ultimate role of providing support to the warfighter. There is a critical need for future research in this acquisition area not only for the Air Force, but across the DoD. Future research in this area could contract the knowledge gap in this area and focus on specific acquisition problems, potentially creating a boilerplate contract and/or acquisition plan.

## Glossary of Technical Terms

ACE – Acquisition Center of Excellence

ACO – Administrative Contracting Officer

AFARS – Army Federal Acquisition Regulation Supplement

AFCAP – Air Force Civilian Augmentation Program

AFFARS – Air Force Federal Acquisition Regulations Supplement

AFMC – Air Force Materiel Command

ASC – Aeronautical Systems Center

AWACS – Airborne Warning and Control System

BOA – Basic Ordering Agreement

BX – Base Exchange

CAF – Civilians Accompanying the Force

C&C – Command and Control

CCB – Configuration Control Board

CCO – Contingency Contracting Officer

CLIN – Contract Line Item Number

CLS – Contractor Logistics Support

CO – Contracting Officer

COB – Contractors on the Battlefield

CONCAP – Emergency CONstruction CAPabilities Contract

CONUS – Continental United States

COR – Contracting Officer's Representative

COTR – Contracting Officer's Technical Representative

CPA – Coalition Provisional Authority

CPAF – Cost Plus Award Fee

CPIF – Cost Plus Incentive Fee

CPFF – Cost Plus Fixed Fee

CRC – CONUS Replacement Center

DAU – Defense Acquisition University

DCGS – Distributed Common Ground System

DCMA – Defense Contract Management Agency

DFARS – Defense Federal Acquisition Regulations Supplement

DoD – Department of Defense

DODI – Department of Defense Instruction

FAR – Federal Acquisition Regulations

FPAS – Force Protection Airborne Surveillance

FPIF – Fixed Price Incentive Fee

FSR – Field Service Representatives

GFE – Government Furnished Equipment

IDIQ – Indefinite Delivery Indefinite Quantity

IEU – Individual Equipment Issue

IPT – Integrated Product Team

IQ – Investigative Question

JAG – Judge Advocate General

JFTR – Joint Federal Travel Regulation

JSTARS – Joint Surveillance Target Attack Radar System

JV – Joint Vision

KO – Contracting Officer

LOAC – Law of Armed Conflict

LOGCAP – Logistics Civil Augmentation Program

LOI – Letter of Introduction

MEJA – Military Extraterritorial Jurisdiction Act of 2000

MOA – Memorandum of Agreement

MOU – Memorandum of Understanding

N/A – Non-applicable

NTE – Not-to-exceed

ODC – Other Direct Costs

OEF – Operation Enduring Freedom

OIF – Operation Iraqi Freedom

PM – Program Manager

PO – Program Office

POC – Point of Contact

QA – Quality Assurance

QAE – Quality Assurance Evaluator

QDR – Quadrennial Defense Review

RIE – Restore Iraqi Electricity

RIO – Restore Iraqi Oil

ROM – Rough Order of Magnitude

RQ – Research Question

SAF/AQC – Secretary of the Air Force for Acquisition

SME – Subject Matter Expert

SOFA – Status of Forces Agreement

SOW – Statement of Work

SPO – System Program Office

T&M – Time and Materials

TPFDL – Time Phased Force Deployment List

TOW – Tube-launched, Optically tracked, Wire-guided Missile

UAV – Unmanned Aerial Vehicle

UCA – Undefined Contract Action

USAF – United States Air Force

USAID – United States Agency for International Development

USG – United States Government

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## Vita

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<b>14. ABSTRACT</b> <p>The escalating use of contractors on the battlefield in highly critical operational areas is a trend that is increasing across the DoD. Contractors have a vital role supporting CONUS missions, but they are also on the battlefield in defense of our nation, supporting the warfighter and their weapon systems. As the use of contractors on the battlefield continues to gain favor within the DoD, and as contractor's roles continue to expand and become more critical, it is imperative to improve the current way that the DoD, and specifically Air Force acquisition professionals, procure such services. This research analyzes inputs from DoD Policy Experts, Contractor Policy Experts, Army Policy Experts, Air Force Policy Experts, and 13 Air Force Program Offices that use contractors on the battlefield to support, maintain, and/or troubleshoot their weapon systems. Content analysis and pattern matching were used to determine the current status of battlefield acquisition, draw conclusions, and make recommendations. Several problem areas in this area of acquisition were identified as well as best practices and lessons learned.</p>					
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